

**CITY OF WATERTOWN, NEW YORK**  
**AGENDA**  
**Monday, April 18, 2022**

This shall serve as notice that the next regularly scheduled meeting of the City Council will be held on Monday, April 18, 2022, at 7:00 p.m. in the City Council Chambers, 245 Washington Street, Watertown, New York.

The City Council meeting is open to the public.

**MOMENT OF SILENCE**

**PLEDGE OF ALLEGIANCE**

**ROLL CALL**

**ADOPTION OF MINUTES**

**COMMUNICATIONS**

**PRIVILEGE OF THE FLOOR**

**RESOLUTIONS**

- |                    |   |
|--------------------|---|
| Resolution No. 1 - | Readopting Fiscal Year 2021-22 General Fund Budget – City Hall Flagpole   |
| Resolution No. 2 – | Accepting Proposal for County Mobility Management Services, Volunteer Transportation Center, Inc  |
| Resolution No. 3 – | Accepting Bid for Ready-Mix Concrete Watertown Concrete   |
| Resolution No. 4 – | Authorizing the Sale of Various Surplus Equipment   |
| Resolution No. 5 – | Approving The Professional Service Agreement for the Barben Avenue, Holcomb Street, and Bugbee Drive Water Main Repair and Barben Avenue Sanitary Sewer Extension Project, GYMO Engineering |
| Resolution No. 6 – | Approving Professional Service Agreement for Stormwater Drainage System Flow Monitoring - GHD Consulting Services, Inc  |

- Resolution No. 7 – Readopting Fiscal Year 2021-22 General Fund Budget – Stormwater Flow Monitoring
- Resolution No. 8 – Approving Change Order No. 2 for the Alteri Pool Restoration Project, Sundance Leisure
- Resolution No. 9 – Authorizing the City Manager to Enter Into a Grant Agreement with National Grid for an Urban Center/Commercial District Revitalization Grant to for the City of Watertown’s Downtown Revitalization Initiative (DRI) Streetscape Project
- Resolution No. 10 - Authorizing Sale of Real Property, Known as 117 Exchange Street to Clueless Ventures, LLC, 812 State Street, Watertown, New York 13601
- Resolution No. 11 - Authorizing Sale of Real Property, Known as 248 Moulton Street to Kavon Mason, 200 Washington Street, Suite 203, Watertown, New York 13601
- Resolution No. 12 - Authorizing Sale of Real Property, Known as 510 Main Street East to Jeffrey Graham, 557 Pearl Street, Watertown, New York 13601
- Resolution No. 13 - Authorizing Sale of Real Property, Known as 603 Boyd Street to Brian and Catherine Miller, 609 Boy Street, Watertown, New York 13601
- Resolution No. 14 – Authorizing Public Auction for Sale of City Owned Properties
- Resolution No. 15 – Accepting Surcharge for Ductile Iron Pipe, Ferguson Waterworks
- Resolution No. 16 – Proposing a Chain of Command City Manager Directive Policy
- Resolution No. 17 - Directing City Manager to Allow People in City Hall Without an Appointment
- Resolution No. 18 - Proposing an Open Door Employee Policy



## **ORDINANCES**

### **LOCAL LAW**

### **PUBLIC HEARING**

### **OLD BUSINESS**

- |        |  |
|--------|--|
| Tabled | Resolution Finding that Changing the Approved Zoning Classification of 108 Flower Avenue East from Residence B to Neighborhood Business and that Developing a Gas Station and Convenience Store on 703, 707 and 715 Washington Street and 108 Flower Avenue East Will Not Have a Significant Impact on The Environment |
| Tabled | Ordinance Changing the Approved Zoning Classification of 108 Flower Avenue East, Parcel Number 11-12-127.000 from Residence B to Neighborhood Business   |

### **STAFF REPORTS**

1. Sales Tax Revenue – March 2022
2. Sale of Surplus Hydro-electricity – March 2022
3. CitiBus Proposed 2022-2023 Budget & Project Requests
4. Zone Change – 108 Flower Avenue East

### **NEW BUSINESS**

### **EXECUTIVE SESSION**

To Discuss Proposed, Pending, or Current Litigation

To Discuss Collective Negotiations

### **WORK SESSION**

Next Work Session is scheduled for Tuesday, April 26, 2022, at 7:00 p.m.

### **ADJOURNMENT**

**NEXT REGULARLY SCHEDULED CITY COUNCIL MEETING IS MONDAY, MAY 2, 2022.**

Res No. 1

April 12, 2022

To: The Honorable Mayor and City Council

From: Kenneth A. Mix, City Manager

Subject: Readopting Fiscal Year 2021-22 General Fund Budget – City Hall  
Flagpole

Council Member Patrick Hickey requested this budget amendment to fund the construction of one new flagpole in front of City Hall. The cost estimate has been revised since my March 27<sup>th</sup> memo. The estimate is now \$7,500. An additional \$400 is added to replace the floodlights on the existing two poles, so that the light intensities match. The total in the resolution is \$7,900.

**RESOLUTION**

Page 1 of 1

Readopting Fiscal Year 2021-22 General  
Fund Budget – City Hall Flagpole

Council Member HICKEY, Patrick J.

Council Member OLNEY III, Clifford G.

Council Member PIERCE, Sarah V.C.

Council Member RUGGIERO, Lisa A.

Mayor SMITH, Jeffrey M.

Total .....

YEA	NAY

***Introduced by***

WHEREAS on May 24, 2021 the City Council passed a resolution adopting the Budget for Fiscal Year 2021-22, of which \$46,539,384 was appropriated for the General Fund, and

WHEREAS Council Member Hickey has requested the installation of an additional flagpole at City Hall which was not included in the original General Fund budget,

NOW BE IT RESOLVED that the City Council of the City of Watertown hereby re-adopts the General Fund Budget for Fiscal Year 2021-22 and makes the following adjustments in the re-adopted General Fund Budget:

GENERAL FUND

## Expenditures:

A.1990.0430	Contingency – Contracted Services	(\$7,900)
A.1620.0430	Municipal Building - Contracted Services	<u>\$ 7,900</u>

***Seconded by***

Res No. 2

April 7, 2022

To: The Honorable Mayor and City Council

From: Dale Morrow, Purchasing Manager

Subject: RFP #2022-04 County Mobility Management  
Letter of Recommendation

On March 16, 2020, the City Council accepted the administration rights for Federal Transit Administration Formula Grants for Rural Areas from Jefferson County to support development of Mobility Management services within rural portions of the County.

The City's Purchasing Department advertised in the Watertown Daily Times on February 27, 2022, calling for proposals for the County Mobility Management Services, as per City specifications. The successful firm will be contracted with to provide County Mobility Management Services to serve people, transportation providers and human service agencies through coordination, service analysis, program development and the promotion of effective, collaborative solutions to meet the transportation needs of all residents of Jefferson County. The City intends to maintain a business relationship with the successful bidder for a minimum period of one year with an option to renew the relationship for an additional two (2) years before a new proposal is again sought.

An invitation to provide a proposal was issued to six (6) prospective agencies and one (1) response was submitted to the Purchasing Department. The Purchasing Department opened the proposal on March 25, 2022, at 11:00 am local time.

The written proposal was reviewed by Pat Keenan, Superintendent of Public Works; Dale Morrow, Purchasing Manager; Kyle Meehan, Transit Director; and Sara Freda, Planning Department of Jefferson County. Staff recommends that City Council award the proposal to **Volunteer Transportation Center, Inc.** for **\$109,308** as they are responsive and responsible.

If there are any questions concerning this recommendation, please contact me at your convenience.



**RESOLUTION**

Page 1 of 1

Accepting Proposal for  
County Mobility Management Services,  
Volunteer Transportation Center, Inc.

Council Member HICKEY, Patrick J.

Council Member OLNEY III, Clifford G.

Council Member PIERCE, Sarah V.C.

Council Member RUGGIERO, Lisa A.

Mayor SMITH, Jeffrey M.

Total.....

YEA	NAY

***Introduced by***

WHEREAS the City Purchasing Department has advertised and received sealed proposals for County Mobility Management Services effective May 1, 2022, through April 30, 2023, with the option to renew for two additional one-year contracts, and

WHEREAS proposals were sent to six (6) area service providers, with one (1) proposal submitted to the Purchasing Department, and

WHEREAS on Tuesday, March 25, 2022, at 11:00 a.m., the proposal received was opened, and

WHEREAS City Purchasing Manager Dale Morrow reviewed the proposal received with the Public Works Department and the Jefferson County Planning Department, and it is their recommendation that the City Council accept the proposal submitted by Volunteer Transportation Center, Inc. in the amount of \$109,308 on a lump sum format to provide Mobility Management services in the County for a (1) year period from May 1, 2022, through April 30, 2023, and

WHEREAS after the one-year period, the City Manager may extend the contract for up to two (2) additional years based on acceptable performance,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby approves the contract with Volunteer Transportation Center, Inc. in the amount of \$109,308 on a lump sum format to provide Mobility Management services for Jefferson County from May 1, 2022, through April 30, 2023, a copy of which is attached and made part of this resolution, and

BE IT FURTHER RESOLVED that City Manager Kenneth A. Mix is hereby authorized and directed to execute this contract on behalf of the City of Watertown.

***Seconded by***

# AGREEMENT

This agreement will be made effective the 1st of May 2022 by and between the City of Watertown, a municipal corporation organized and existing under and by virtue of the Laws of the State of New York and being one of its political subdivisions, having its principal place of business in the City of Watertown, Jefferson County, State of New York, herein after called the "City", and Volunteer Transportation Center, Inc., a 501(c)3 not-for-profit corporation of the State of New York with a principal place of business located at 24685 Route 37, Watertown, New York 13601, hereinafter called the "VTC."

## **WITNESSETH:**

**WHEREAS** the City has sought to procure mobility management services to improve public access to transportation options throughout Jefferson County; and

**WHEREAS** the City and VTC are desirous of entering into an agreement for said purpose, and

**WHEREAS**, the VTC has the knowledge, skills, and experience necessary to perform these services.

**NOW THEREFORE**, in consideration of the mutual promises and covenants hereinafter contained the parties agree as follows:

## **SCOPE OF WORK**

Mobility management improves access and use of public transportation services to help all Jefferson County residents achieve three prominent economic and social outcomes:

- 1) Reliable access to employment, education, and training opportunities.
- 2) Reliable access to commercial and retail businesses, health care services, municipal buildings, community facilities, public places, and other amenities; and
- 3) Integrate modes of transportation options within the county and regionally.

To achieve these outcomes, the VTC will work to:

- Generate efficiencies in operation that can lead to increased level of service
- Enhance and promote access to transportation services, especially for low-income individuals, individuals with disabilities, and older adults
- Improve the delivery of public transportation services
- Examine opportunities to install transportation infrastructure, such as bus shelters and benches
- Conduct transportation surveys, planning and assessment projects
- Increase the coordination of public, private, non-profit, and volunteer transportation services
- Encourage cooperation and coordination among local and regional transportation providers
- Provide a framework for project development and the allocation of financial resources



**Project Selection** The following questions will be used by the City, the VTC and by the MPO to help prioritize the advancement of public transportation goals and actions to ensure available resources are utilized in a cost-effective and responsible manner:

- How significant is the gap that can be addressed with public transportation?
- Does the strategy improve or expand the City's existing bus service?
- What resources are available to implement the strategy?
- Has the strategy been successful elsewhere?
- How quickly can the strategy be implemented.
- How does the anticipated impact compare to the level of the investment required?
- How much will it cost, and what resources will be used to sustain the outcome?
- Does the strategy leverage cost-effective public-private partnerships?
- Would the strategy likely be pursued as part of other public- or private-sector activities?
- Will the strategy have strong market acceptance among target groups and geographic areas?
- Will the strategy have political support for implementation?
- Are there secondary benefits that are achieved by implementing the strategy?

### **Quarterly Reporting / Fiscal Management**

Contractor will prepare and submit quarterly reports to the Transit Director that list steps completed for the quarter and include quarterly and year-to-date budget expenditures including grant and local match requirements.

### **TERM**

The term shall be from May 1, 2022, to April 30, 2023.

### **CONSIDERATION**

Annual consideration shall not exceed \$109,308. A project budget that includes total Federal, State and Local share amounts that is agreed upon between the City and VTC is attached.

### **INSURANCE**

The VTC agrees to maintain insurance as specified by attached Appendix "A" and shall provide the City with a certificate of insurance naming the City of Watertown as an additional insured for purposes of coverage on a direct, primary, and non-contributory basis. All certificates of insurance shall provide that City be given thirty (30) days' notice of any intent to cancel coverage.

### **COMPLIANCE WITH RULES, REGULATIONS AND LAWS.**

It is mutually agreed that all rules, regulations, and laws pertaining hereto shall be deemed to be part of this Agreement, and anything contained herein that may be in whole or in part inconsistent therewith shall be deemed to be hereby amended and modified to comply with such

legislation, rules, regulations, and laws, for and during such time the same shall be in effect, but at no other time. If any provision contained herein is found now or during the life of this Agreement to be null and void, in whole or in part as a matter of law, then said clause or part hereof shall be deemed to be severed and deleted from this Agreement leaving all other clauses or parts thereof in full force and effect.

It is further agreed that there shall be no gap in the coverage or applicability of said remaining clauses or parts thereof. The VTC agrees to comply with the Federal Commercial Drivers' License Drug and Alcohol Testing Program requirements set forth in 49 CFR Parts 40 and 382.b. In acceptance of this Agreement, the VTC covenants and certifies that he will comply in all respects with all Federal, State, County, or other Municipal Law which pertains hereto regarding work on municipal contracts, matters of employment, length of hours, workers' compensation, and human rights.

### **CONFIDENTIALITY.**

Information relating to individuals who may receive services pursuant to this Agreement shall be confidential and maintained and used only for the purposes intended under this Agreement, in accordance with any applicable State or Federal laws, rules and regulations. The VTC specifically covenants and certifies that it will comply in all respects with the federal Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the HIPAA Privacy Rule and the HIPAA Security Rule with respect to the Protected Health Information ("PHI") of clients of the County. For purposes of HIPAA, the VTC shall be referred to as a "Business Associate." Any VTC who, as part of the work to be performed under this Agreement, will use, disclose, or otherwise come into contact with PHI will be required to execute a Business Associate Agreement, which is hereby incorporated herein and made a part hereof.

### **CONFLICT OF INTERESTS.**

The VTC hereby stipulates and certifies that there is no member of the City Council or other City of Watertown employee forbidden by law to be interested in the Agreement directly or indirectly, who will benefit therefrom or who is a party thereto.

### **LICENSES.**

The VTC hereby agrees that he will obtain, at his own expense, all licenses or permits necessary for this work, if any are necessary prior to the commencement of said work and shall be solely responsible for paying any and all fines or penalties incurred as a result of any improper or unlicensed services.

### **INDEPENDENT CONTRACTOR STATUS.**

The VTC covenants and agrees that it will conduct itself consistent with its status, said status being that of an independent contractor and that itself, its employees or VTC will neither hold themselves out as, nor claim to be an officer or employee of the City of Watertown, for such purposes as, but not limited to, Workers' Compensation coverage, Unemployment Insurance Benefits, Social Security or Retirement membership or credit. The VTC shall have exclusive responsibility for the means, manner, and methods of performing its obligations under this Agreement. For sole purposes of the HIPAA Privacy Rule, the VTC shall be considered a Business Associate.



## **HOLD HARMLESS**

The VTC shall at all times defend, indemnify and hold harmless the City of Watertown and its employees from any and all claims, damages or judgments or for the defense or payment thereof, based on any claim, action or cause of action whatsoever, including any action for libel, slander, or personal injury, or any affiliated claims, by reason of any act or failure to properly act on the part of VTC and in particular as may arise from the performance under this contract. Such obligation to the City of Watertown shall not be construed to negate, abridge, or reduce other rights of indemnity which would otherwise exist. This provision shall supersede any other provision in this Agreement deemed to be in conflict, unless specifically stated otherwise.

## **SET-OFF RIGHTS**

The City of Watertown shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the City of Watertown's option to withhold for the purposes of set-off any money due to the VTC under this Agreement up to any amounts due and owing to the City of Watertown with regard to any contract with any City of Watertown department, office or agency.

## **AUDIT**

The VTC shall take such action, if applicable and as necessary and appropriate, to comply with Federal Circular A-128 or Circular A-133 relative to Single Audit of Federal Financial Assistance. In any event, the VTC shall provide the City of Watertown with appropriate documentation should the City of Watertown wish to conduct an audit relative to the expenditure of the funds pursuant to this Agreement.

## **RECORDS**

The VTC shall submit to City of Watertown upon request such schedule of quantities and costs, progress schedules, payrolls, reports, estimates, records, and other data that the City of Watertown may request concerning work performed or to be performed under this Agreement. All books and records of the VTC shall be available upon request for inspection and/ or audit by the City of Watertown during the time hereof and for a period of six (6) years hereafter.

## **EXAMINATION OF BUDGET AND APPROPRIATION OF FUNDS**

It is expressly understood by and between the parties that any and all payments made pursuant to the within contract may not be in an amount in excess of the sum appropriated therefore in the Budget. The VTC specifically acknowledges his responsibility to examine the Budget to assure himself that the within contract price complies with the amount appropriated, therefore. The within contract shall be unenforceable, unless approved by a roll call vote of the City of Watertown Council, should the contract price exceed the amount appropriated for the object purpose of the contract. The contract shall be deemed executory only to the extent of money available to the City of Watertown for the performance of the terms hereof and the City of Watertown beyond monies available thereof shall incur no liability on account for the purpose thereof. The VTC agrees that the City of Watertown shall have no liability under this Contract to the VTC or to anyone else beyond funds appropriated and available for this contract.

## **ASSIGNABILITY**

This contract may not be assigned, transferred, conveyed, sublet, or disposed of without the previous consent, in writing, of the City of Watertown. To the extent assignment is granted in accordance with the terms of this paragraph, this Agreement shall be binding on the parties, their successors, heirs, and assigns.

## **AMENDMENTS**

No waiver, modification, or amendment of this Agreement or any part thereof shall be valid unless in writing and duly executed by the parties hereto. A waiver of any breach hereof shall not prevent a forfeiture for any succeeding breach.

## **ENTIRE AGREEMENT**

This Agreement contains the sole and entire Agreement between the parties relating to the services provided hereunder and shall supersede any and all other Agreements between the parties. Any other statements or representations made by either party are void and have no force or effect. Agreement shall be governed by the laws of the State of New York and any claims brought hereunder shall be brought in and under the jurisdiction of the State of New York.

## **TERMINATION**

City of Watertown may terminate this agreement at any time upon 30 days written notice.

## **CORPORATE COMPLIANCE**

The Agency has received a copy of the City of Watertown Corporate Compliance Plan. Additionally, the VTC has reviewed and signed the Independent Contractor Vendors Acknowledgement Form attached hereto as Appendix B and incorporated herein.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement the day and year first above written.

CITY of WATERTOWN

Volunteer Transportation Center (VTC)

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Signature

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Signature

Res No. 3

April 1, 2022

To: The Honorable Mayor and City Council

From: Dale Morrow, Purchasing Manager

Subject: Bid #2022-12 Ready Mix Concrete  
Letter of Recommendation

The City's Purchasing Department advertised in the Watertown Daily Times on March 8, 2022, calling for sealed bids for Ready Mix Concrete Product, as per City specifications.

Invitations to bid were issued to four (4) prospective bidders. The City received one (1) sealed bid submittal. The Purchasing Department publicly opened and read the sealed bids on March 31, 2022, at 2:00 pm local time. The bid tabulation for the bid is shown below.

Ready Mix Concrete	Watertown Concrete
	Watertown, NY
4000 lb. Coarse Mix	\$141.00
4000 lb. Fine Mix	\$141.00
5000 lb. Fine Mix	\$145.00
4000 lb. Coarse Mix / Heated Concrete	\$151.00
4000 lb. Fine Mix / Heated Concrete	\$151.00
5000 lb. Fine Mix / Heated Concrete	\$155.00
733.0102 - Controlled Low Strength Material	\$115.00
Minimum Delivery Amount	3.00 c/y \$100.00 each additional delivery location

The City Engineering Department, the Department of Public Works, and the Purchasing Department have reviewed the response and found that it complied with the specifications.

As there was only one bid, it was compared with the bid from last year and unit prices have increased by 11%-15%. This increase in cost is consistent with other construction materials that have been purchased in the last 12 months.

If you have any questions regarding this recommendation, please feel free to contact me at your convenience.



# RESOLUTION

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Accepting Bid for Ready-Mix Concrete  
Watertown Concrete

Council Member HICKEY, Patrick J.  
Council Member OLNEY III, Clifford G.  
Council Member PIERCE, Sarah V.C.  
Council Member RUGGIERO, Lisa A.  
Mayor SMITH, Jeffrey M.

Total.....

YEA	NAY

## *Introduced by*

WHEREAS the City Purchasing Department has advertised and received sealed bids for the purchase of Ready-Mix Concrete products for use by various City Departments during Fiscal Year 2022-2023, and

WHEREAS invitations to bid were also sent to (4) prospective bidders with (1) bid received and publicly opened and read in the City Purchasing Department on Thursday, March 31, 2022, at 2:00 p.m., and

WHEREAS City Purchasing reviewed the bids received with the Engineering Department and the Department of Public Works, and it is their recommendation that the City Council accept the bid from Watertown Concrete as the lowest qualifying bidder, and

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown accepts the bid submitted by Watertown Concrete of Watertown, New York, being the lowest qualifying bidder meeting City specifications, for the purchase of Ready-Mix Concrete products for use by various City Departments during Fiscal Year 2022-2023 for all requirements, and

BE IT FURTHER RESOLVED that the City Manager is hereby authorized and directed to sign all contracts associated with implementing the award to Watertown Concrete.

## *Seconded by*

Res No. 4

April 11, 2022

To: The Honorable Mayor and City Council  
From: Dale Morrow, Purchasing Manager  
Subject: Authorizing the Sale of Various Surplus Equipment

The Water Distribution Department and DPW have submitted a listing of surplus items and vehicles to the Purchasing Department that is either no longer useful or beyond repair and therefore no longer of value to the City.

Staff is recommending that the above equipment be sold through Auctions International's online website.

A resolution is attached for City Council consideration.

# RESOLUTION

Page 1 of 1

Authorizing the Sale of Various  
Surplus Equipment

Council Member HICKEY, Patrick J.  
Council Member OLNEY III, Clifford G.  
Council Member PIERCE, Sarah V.C.  
Council Member RUGGIERO, Lisa A.  
Mayor SMITH, Jeffrey M.

Total .....

YEA	NAY

## *Introduced by*

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WHEREAS the City of Watertown has various surplus equipment, the description of which is attached and made a part of this resolution, and

WHEREAS this equipment may have some value best determined by on-line auction,

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Watertown, New York, that it hereby authorizes the sale, by on-line auction, of the various surplus equipment as described in the attached listing, and

BE IT FURTHER RESOLVED that final acceptance of such bids shall constitute acceptance of the same by the City Council.

## *Seconded by*

## 2022 APRIL SURPLUS ITEMS

### Water Distribution

Approx. (500) Neptune water meter dials

Approx. (40) Neptune radio read boxes

### DPW

2000 International 4700 series single axle dump truck--- Public Works; bad engine

1998 JCB 1 yd<sup>3</sup> front end loader—Water Distribution

2008 Ford F-250 Pickup Truck – Water Distribution

2009 Ranger pickup—Wastewater

Storage rack for string trimmers—Public Works

Powermatic 10" table saw—Public works

Assorted vehicle filters and misc. obsolete parts—Public Works



To: The Honorable Mayor and City Council

From: Kenneth A. Mix, City Manager

Subject: Approving the Agreement for Professional Services for the Barben Avenue, Holcomb Street, and Bugbee Drive Water Main Replacement Project, GYMO Engineering

A proposal was requested and received from GYMO Engineering regarding the Civil Engineering and Design Services involved in the Barben Avenue, Holcomb Street, and Bugbee Drive Water Main Repair and Barben Avenue Sanitary Sewer Extension Project. The attached Agreement for Professional Services outlines the scope of services to be performed to replace pipe on Barben Avenue from Washington Street to Holcomb Street, on Holcomb Street from Mullin Street to Ten Eyck and from Chestnut Street to Barben Avenue, on Bugbee Drive from Holcomb Street to Harris Drive, and to extend the sewer line on Barben Avenue to include three parcels on the line. GYMO Engineering is proposing to complete the services for \$89,000, as well as offering additional services such as construction administration and resident project representation for an additional \$41,000.

This project was added to the Capital Budget by resolution adopted September 7, 2021 to be funded with the American Rescue Plan Act funds.

A resolution approving this Agreement for Professional Services has been prepared for City Council consideration.

**RESOLUTION**

Page 1 of 1

Approving The Professional Service Agreement for the Barben Avenue, Holcomb Street, and Bugbee Drive Water Main Repair and Barben Avenue Sanitary Sewer Extension Project, GYMO Engineering

Council Member HICKEY, Patrick J.

Council Member OLNEY III, Clifford G.

Council Member PIERCE, Sarah V.C.

Council Member RUGGIERO, Lisa A.

Mayor SMITH, Jeffrey M.

Total .....

YEA	NAY

***Introduced by***

WHEREAS on April 08, 2022, the City of Watertown requested a proposal from GYMO Engineering regarding Civil Engineering and Design Services associated with the Barben Avenue, Holcomb Street, and Bugbee Drive Water Main Repair and Barben Avenue Sanitary Sewer Extension Project occurring from Washington Street to Holcomb Street on Barben Avenue, from Mullin Street to Ten Eyck and from Chestnut Street to Barben Avenue on Holcomb Street, from Holcomb Street to Harris Drive on Bugbee Drive, and extending the sanitary sewer line on Barben Avenue to include three parcels in the City's sewer line.

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby approves the Professional Service Agreement from GYMO Engineering in the amount of \$89,000 for professional services and an additional \$41,000 in services pertaining to construction administration and resident project representation, a copy of which is attached and made part of this Resolution, and

BE IT FURTHER RESOLVED that City Manager Kenneth A. Mix is hereby authorized and directed to execute Professional Service Agreement on behalf of the City of Watertown.

***Seconded by***

**BARBEN AVENUE, HOLCOMB STREET, AND BUGBEE DRIVE  
WATER MAIN REPAIR AND BARBEN AVENUE SANITARY  
SEWER EXTENTION PROJECT**

**AGREEMENT FOR PROFESSIONAL SERVICES**

This Agreement dated this 18 day of April, 2022, by and between the City of Watertown, New York, a New York municipal corporation with principal offices located at 245 Washington Street, Watertown, New York 13601 (the "City"), and GYMO Engineering (GYMO), a New York professional corporation with principal offices located at 18969 US Route 11., Watertown, New York 13601 ("Engineer").

**RECITALS**

WHEREAS, on April 08, 2022, the City requested a proposal from GYMO, along with a scope of work to provide Professional Water, Sewer, and Pavement Design services in connection with the Barben Avenue, Holcomb Street, and Bugbee Drive Water Main Repair and Barben Avenue Sanitary Sewer Extension Project; and

WHEREAS, GYMO responded with a proposal and scope of work in a letter addressed To the City Engineer, dated April 11, 2022, containing a Not to Exceed Fee for those services; and

WHEREAS, the City and GYMO desire to enter into an Agreement for the provision Of the professional services outlined in GYMO's Proposal dated April 11, 2022.

WHEREAS, the provision of architectural/engineering services are professional services within the meaning of the New York General Municipal Law; the parties agree as follows:

## **AGREEMENT**

### **1. Scope of Services.**

The scope of services to be performed by Engineer for the City in connection with the Barben Avenue, Holcomb Street, and Bugbee Drive Water Main Repair and Barben Avenue Sanitary Sewer Extension Project is as set forth in the proposal dated April 11, 2022, a copy of which is attached as Exhibit "A.", for a Not to Exceed Fee of \$89,000 for their scope of services and \$41,000 for other additional services such as in field construction administration and resident project representation.

Services will consist of Professional Water, Sewer, and Pavement Design of Barben Avenue, Holcomb Street, and Bugbee Drive. This includes the replacement of 2534 feet of 8 inch cement lined cast iron pipe on Barben Avenue from Washington Street to Holcomb Street, 1370 feet of 8 inch lined cast iron pipe on Holcomb Street from Mullin Street to Ten Eyck and Chestnut Street to Barben Avenue, and 781 feet of 8 inch transite pipe on Bugbee Drive from Holcomb Street to Harris Drive. All pipes in need of replacing have had multiple breaks found in them over the years. This project will also include the extension of the sanitary sewer line on Barben Avenue to provide access to the City's sewer lines to three parcels; two with residents and one that is a vacant lot. The two with residents are currently on septic tank. Details of this can be seen in the attached Exhibits "B" and "C."

Engineer shall provide qualified personnel to perform the assigned work. At all times relevant to this Agreement, Engineer's employees shall be regarded as its employees, and not City employees. Accordingly, Engineer shall be responsible for the payment of all wages, as well as insurances (including Workers' Compensation and disability insurance), and for any and all safety issues pertaining to its employees.



Engineer shall maintain commercial general liability coverage during its performance of the services outlined at Exhibit "A", in the minimum amount of \$1,000,000 per person/\$2,000,000 in the aggregate, naming the City as an additional insured. Engineer shall provide the City with a certificate of insurance evidencing this coverage prior to commencing work.

**2. City Representative.**

The City Engineer of the City of Watertown shall be the City's approval authority for all services to be performed under this Agreement. The City Engineer shall designate a City representative from whom all assignments to Engineer shall be issued and to whom all reports concerning the engineering services to be performed pursuant to this Agreement shall be provided. The City Engineer's designation of the City's representative shall be in writing.

**3. City to Provide File Documents.**

The City shall provide the Engineer with complete access to the City's file documents concerning the existing facility. It is anticipated that copies of relevant documents will be provided by City staff. When originals are provided, Engineer shall return any original documents upon completion of the task for which they were made available.

**4. City Property.**

All documents, reports, studies, recommendations, plans, and/or instruments of services prepared by Engineer and provided to the City, both written and electronic, shall become the property of the City upon provision.

**5. Term of Agreement.**

The performance of services by Engineer shall commence on signing this Agreement. All services required to be performed pursuant to this Agreement shall be performed, to the City Engineer's satisfaction by June 30, 2022.

**6. Payment.**

The Engineer shall submit monthly progress payments for hours worked and reimbursable expenses incurred during that monthly period.

**7. Disputes.**

The venue of any dispute under this Agreement shall be in the New York State Supreme Court in and for Jefferson County, New York.

**8. Notices.**

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

To the Engineer: GYMO Engineering  
Patrick J. Scordo, PE  
18969 US Route 11  
Watertown, New York 13601

WHEREFORE, the parties have signed this Agreement this 18 day of April, 2022.

CITY OF WATERTOWN

By: \_\_\_\_\_  
Kenneth A. Mix  
City Manager

GYMO Engineering

By: \_\_\_\_\_  
Patrick J. Scordo, PE  
Director of Engineering

## **EXHIBIT “A”**

### **FEE PROPOSAL AND SCOPE OF SERVICES**

The attachment on the next page displays the proposal from GYMO Engineering for Barben Avenue, Holcomb Street, and Bugbee Drive.



11 April 2022

Mr. Michael Delaney, P.E.  
City of Watertown  
Department of Engineering  
Room 305B City Hall  
245 Washington Street  
Watertown, NY 13601

Re: Water Main Replacement and Sanitary Sewer Extension – Holcomb Street Area  
City of Watertown

Dear Mr. Delaney,

Thank you for considering GYMO Architecture, Engineering & Land Surveying, D.P.C. (GYMO) to provide professional services for the referenced project.

In accordance with the Scope of Services described in the RFP and the subsequent emails from Meredith Griffin – City Engineering, regarding sewer service for three Barben Ave. properties, GYMO can provide the professional services for the following lump sum fee:

- Holcomb Street Area.....\$89,000

In addition, GYMO can coordinate other necessary professional services: obtain NYS DOH and NYS DEC approvals, and construction administration and resident project representation services (based on 9 weeks construction) for the following lump sum fee:

- Holcomb Street Area.....\$41,000

Our fees consider this project and the East Street Project recently awarded to GYMO, will be compiled into one set of Construction and Bidding Documents and be completed by one contractor simultaneously.

If you have any questions or require additional information, please do not hesitate to contact us.

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

KATIE JEROME

*Lt. Time* ← Signed on behalf of  
Patrick Scordo

Patrick J. Scordo, P.E.  
President/CEO, Director of Engineering

Pc: Meredith Griffin

Patrick J. Scordo, PE  
Matthew J. Cervini, PE  
Scott W. Soules, AIA  
Brandy W. Lucas, MBA  
Gregory F. Ashley, PLS

In Consultation  
Leo F. Gozalkowski, PLS  
Stephen W. Yaussi, AIA  
Edward G. Olley, Jr., AIA

18969 US Route 11  
Watertown, New York 13601

Tel: (315) 788-3900  
Fax: (315) 788-0668

E-mail:  
web@gymodpc.com



#### TERMS AND CONDITIONS FOR SERVICES OF GYMODpc

**1. Authorization to Proceed:**

Signing this form, an attached proposal for services or providing other communication is construed as a Notice to Proceed which is authorization by the Owner, or you as representative of the Owner, for GYMODpc to proceed with services proposed.

**2. Payment to GYMODpc:**

Billing statements will be forwarded to you for work completed on or about the 10<sup>th</sup> of each month. You promise to pay all amounts due resulting from the work we perform, and prompt payment of all billing statements is expected. Interest will be charged at the rate of 1.5% per month, 18% annually, on any unpaid balance beginning 30 days past the invoice date.

If you, your company or business association dissolves, files bankruptcy, or similar, the individual who executes this Agreement where designated or directs GYMODpc to proceed will personally be held responsible for all invoices.

Be advised that, unless arrangement for delayed payment has been agreed upon, we will consider the accumulation of an unpaid balance in excess of one thousand dollars (\$1,000.00) for a period of thirty days a violation of our trust and, in such event, we reserve our right to cease all work until such time as all bills have been paid in full.

Also be advised that we may consider you to be in default if we have not received payment of our billing statements for a period of two months. At that time, we may refer the collection of your account to a collection agency or an attorney and, any reasonable fees and/or court or other collection costs as permitted by law and as actually incurred by us will be charged to you.

Should any unanticipated circumstances occur or extra work be required which would result in charges to you exceeding those we have proposed, you will be advised of the anticipated extra charges and the reasons for such charges prior to incurring any such charges for undertaking any additional work. Revisions to project documents which would affect previously authorized work already completed by us often will result in additional charges and would be discussed with you prior to beginning such changes.

**Note: Payment to GYMODpc is not contingent upon payment to you by others.**

**3. Professional Standards:**

GYMODpc shall be responsible, to the level of competency presently maintained by other professionals in the same type of work for the technical soundness, accuracy and adequacy of all documents provided and other work furnished. GYMODpc makes no other warranty, express or implied.

You understand that this is an engagement on a Fee-For-Services basis, consisting of personal services by employees of GYMODpc, and payment is not in any way contingent upon the findings of regulatory agencies or subsequent judgments or awards of any court of competent jurisdiction.

Documents prepared by GYMODpc for this project may not be reused by you or others for other projects. Reuse of information without written permission from GYMODpc is prohibited and shall be at the user's sole risk, without liability on the part of GYMODpc, and you agree to indemnify and hold harmless GYMODpc from all claims arising out of such reuse. Any reuse or adaptation occurring without permission of GYMODpc may entitle GYMODpc to further compensation by you.

**4. Electronic Transfer:**

GYMODpc is not obligated under this contract to provide electronic files of our designs, documents, and reports. A fee may be charged for providing electronic data other than that which has been agreed upon. Also, a Contract for Release of Electronic Data must be executed prior to the release of electronic data. The electronic data is considered a component of the instruments of service and is only for the clients benefit on the specific project for a specific use.

**5. Cost Control:**

Opinions of probable construction cost, financial evaluations, feasibility studies, economic analyses of alternate solutions and estimates of operations and maintenance costs prepared by GYMODpc hereunder will be made based on experience and expertise and represent the best judgment of GYMODpc as a qualified professional. It is recognized that GYMODpc does not have control over the cost of labor, material, equipment or services furnished by others or over market conditions or contractors' methods of determining their prices, and that no precise cost evaluation of any facility to be constructed or work to be performed can be made on the basis of the work of GYMODpc. GYMODpc does not guarantee that proposals, bids, or actual costs will not vary from opinions, evaluations or studies submitted by GYMODpc to Owner hereunder.

**6. Indemnification:**

You agree to hold harmless, indemnify, and defend GYMODpc, its affiliates, subcontractors and their employees, officers, directors and agents against all claims, suits, fines and penalties, attorneys' fees and other costs of settlement and defense, which claims, suits, fines, penalties or costs arise out of or are related to this Agreement or the services, except to the extent they are caused by the willful misconduct GYMODpc.

**7. Limitation of Liability:**

To the fullest extent permitted by law and notwithstanding anything else in this Agreement to the contrary, the aggregate liability of GYMODpc and its affiliates and subcontractors and their employees, officers, directors and agents (collectively referred to in this paragraph as GYMODpc) for all claims arising out of this Agreement or services is limited to the compensation received by GYMODpc under this Agreement. Any claim will be deemed waived unless received by GYMODpc within one (1) year of substantial completion of the services or shorter if the liabilities are arising from any acts or omissions by you or the Owner, its agents, staff, or other consultants or contractors.

**8. Termination:**

This agreement may be terminated by the you or the Owner upon not less than seven (7) days written notice to GYMODpc if the project is abandoned. GYMODpc will be compensated for the work performed following Notice to Proceed at the amounts proposed or at the GYMODpc standard hourly rates for the services provided.

**9. Printing and Copying:**

The cost of reproducing prints and copies and other publications is considered additional services and reimbursement will be the responsibility of you or the Owner unless otherwise agreed.

---

Authorized signature of Owner or Representative

---

Date


## **EXHIBIT “B”**

### **Original Project Description**

Exhibit “B” on the next page displays the projected cost and locations for the pipe replacement for Barben Avenue, Holcomb Street, and Bugbee Drive.



# FISCAL YEAR 2021-2022 CAPITAL BUDGET INFRASTRUCTURE WATER MAIN

PROJECT DESCRIPTION	COST
<p><b>Barben Ave/Holcomb St/Bugbee Dr Water Main</b></p> <p>This project includes the replacement of 2534' of 8" cement lined cast iron pipe on Barben Ave., from Washington Street to Holcomb Street. The pipe was installed in 1940 and has had 23 breaks since 1994. The replacement of approximately 1370' of 8" cement lined cast iron pipe on Holcomb Street, Mullin Street to Ten Eyck and Chestnut to Barben Avenue. The pipe was installed in 1948 and 1959 and has had 16 breaks since 1993. The replacement of 781' of 8" transite pipe on Bugbee Drive (Holcomb to Harris) installed in 1959. The pipe has had 6 breaks since 2004.</p>  <p>Funding to support this project will be from the American Rescue Plan of 2021.</p>	<p><b>\$1,400,000</b></p>
<b>TOTAL</b>	<b>\$1,400,000</b>



## **EXHIBIT “C”**

### **GIS IMAGES**

Exhibit “C” displays the locations of the water pipelines on the GIS map for Barben Avenue, Holcomb Street, and Bugbee Drive for the areas where pipe replacement is needed and the Parcel locations and sewer pipelines on the GIS map for the Sanitary Sewer Extension.

Barben Avenue:



Barben Avenue- Sewer Main:





Bugbee Drive:



Holcomb Street- Mullin Street to Ten Eyck:



Holcomb Street- Chestnut Street to Barben Avenue:



To: The Honorable Mayor and City Council

From: Kenneth A. Mix, City Manager

Subject: Approving Professional Services Agreement for Stormwater Drainage System Flow Monitoring - GHD Consulting Services, Inc.

The City Council has discussed the need to prepare an up-to-date City-wide stormwater master plan in two Work Sessions. Funding for the total plan will be in the Proposed FY 22/23 Budget. However, Staff is recommending that we start collecting data this Spring for three of the drainage basins.

A proposal was solicited from GHD to do flow monitoring in the Western Outfall, Massey St./Flower Ave, and Beaver Meadows Drainage Basins. They will place and monitor five flow meters. The data from those meters will be imported into a computer model and be reviewed and analyzed. Then recommendations will be made as to where improvements are needed to increase capacity. GHD is proposing to do this work for \$125,500.

A Professional Services Agreement with GHD Consulting Services, Inc. has been prepared. The agreement and a resolution approving it are attached for City Council consideration.



# RESOLUTION

Page 1 of 1

Approving Professional Service  
Agreement for Stormwater Drainage  
System Flow Monitoring - GHD  
Consulting Services, Inc

Council Member HICKEY, Patrick J.

Council Member OLNEY III, Clifford G.

Council Member PIERCE, Sarah V.C.

Council Member RUGGIERO, Lisa A.

Mayor SMITH, Jeffrey M.

Total .....

YEA	NAY

## *Introduced by*

WHEREAS a proposal was requested from GHD Consulting Services, Inc. for professional services regarding stormwater drainage system flow monitoring, and

WHEREAS GHD submitted a proposal to do the requested work for \$125,500, and

WHEREAS a Professional Services Agreement with GHD has been drafted,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby approves the Professional Service Agreement with GHD Consulting Services, Inc. for the amount of \$125,500, a copy of which is attached and made part of this Resolution, and

BE IT FURTHER RESOLVED that City Manager Kenneth A. Mix is hereby authorized and directed to execute Professional Service Agreement on behalf of the City of Watertown.

## *Seconded by*



**AGREEMENT  
BETWEEN  
CITY OF WATERTOWN  
(OWNER)  
AND  
GHD CONSULTING SERVICES INC.**

**FOR  
SERVICES  
FOR  
STORMWATER DRAINAGE SYSTEM FLOW MONITORING  
(PROJECT)**

**March 2022**



## GHD – USA Services Agreement

### General Details:

Project Name	Stormwater Drainage System Flow Monitoring
The Project is	Stormwater Flow monitoring at four (4) locations and Combined Sewer Flow Monitoring at one (1) location, within the City
“OWNER” and the “Client” means	City of Watertown 245 Washington Street, Suite 302 Watertown, NY 13601
OWNER’s Designated Representative(s) is	Michael Delaney, PE, City Engineer Tel: (315) 785-7740 Email: mdelaney@watertown-ny.gov
OWNER’s Authorized Signer is	Kenneth Mix, City Manager Tel: 315.785.7730 Email: kmix@watertown-ny.gov
“GHD” means	GHD Consulting Services Inc. 5788 Widewaters Parkway Syracuse, NY 13214
GHD’s Designated Representative is	Jon Putnam, PE, BCEE, Senior Project Manager Tel: 315.802.0324 Email: jon.putnam@ghd.com
GHD’s Authorized Signer is	Kevin Castro, PE, BCEE, President Tel: 315.802.0274 Email: kevin.castro@ghd.com

### Services:

As further defined in Exhibit A.

### Fees:

\$125,500, as further defined in Exhibit A.

### Period of Service:

Effective Date of this Agreement: March \_\_, 2022  
As further defined in Exhibit A.

### Additional Exhibits:

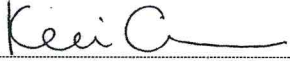
Exhibit A – Scope of Services



## GHD – USA Services Agreement

Duly authorized representatives to execute this Agreement:

**On Behalf of GHD:**

 (Signature)	Kevin Castro, PE, BCEE (Print name)	President (Title)	03/30/2022 (Date)
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**On Behalf of OWNER:**

 (Signature)	Kenneth Mix (Print name)	City Manager (Title)	 (Date)
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**Additional Signatures, if required:**

 (Signature)	 (Print name)	 (Title)	 (Date)
-----------------	------------------	-------------	------------

 (Signature)	 (Print name)	 (Title)	 (Date)
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## GHD – USA Services Agreement

### Services

1. The standard of care for any professional services performed or furnished by GHD under this Agreement will be the care and skill ordinarily used by members of the profession practicing under similar circumstances at the same time and in the same locality. GHD makes no warranties, express or implied, under this Agreement or otherwise, in connection with GHD's services.
2. Any questions in relation to the services being provided by GHD can be directed to the Job Manager.
3. Change of Scope. The scope of Services set forth in this Agreement is based on facts known at the time of execution of this Agreement. For some projects involving conceptual or process development services, scope may not be fully definable during initial phases. As the Project progresses, facts discovered may indicate that scope should be changed. GHD will promptly inform OWNER in writing of such situations, and if the facts discovered constitute a material change in project assumptions, the parties shall renegotiate the amended scope of this Agreement as necessary.
4. Discovery of Hazardous Materials. OWNER warrants that it has made and will continue to make full and accurate written disclosure to GHD as to any hazardous or toxic materials, pollutants, or contaminants which OWNER knows or has reason to believe exist at the site(s). Discovery of any hazardous or toxic materials, pollutants, or contaminants on or in the site which are not described in written job specifications delivered to GHD prior to GHD'S commitment to perform the work, will constitute a materially different site condition entitling GHD to an equitable adjustment in the contract price or time for performance, or both, as appropriate, or in the alternative, GHD shall, at its sole discretion, have the right to immediately terminate its performance of this Agreement.

### Information and Documents

5. OWNER shall designate and advise GHD of a person to act as OWNER's Representative who has complete authority with respect to the services. OWNER shall do the following in a timely manner:
  - Provide all criteria and full Information as to OWNER's requirements for the Project;
  - Assist GHD by providing all available Information pertinent to the Project (e.g. previous reports), all of which GHD may use and rely upon in performing the services; GHD will not be obligated to verify the accuracy of OWNER provided Information unless verification is included in GHD's scope of work;
  - Arrange for site and property access as required for GHD to perform the services;
  - Give prompt written notice to GHD of any event that affects the scope or timing of GHD's services.

### Payment

6. Method of Payment. OWNER shall pay GHD the Fees as defined under the Exhibits.

Additionally, OWNER will pay for any additional approved services GHD undertakes, and any Liability, cost or expense GHD incurs, if:

- i. The general approved scope, schedule, extent or character of Services is changed materially. In this event, the amount of compensation provided for herein shall be subject to equitable adjustment in accordance with paragraph 3, Change of Scope;
  - ii. Any Information OWNER (or OWNER's employees, agents or contractors) provides to GHD is not complete and accurate;
  - iii. ~~Part or all of the Services are delayed or suspended (other than as a result of GHD's breach of the Agreement);~~
  - iv. OWNER fails to pay an amount due under the Agreement; or
  - v. OWNER ends the Agreement before GHD has completed the services.
7. GHD will submit monthly invoices for services rendered and payment will be made within 30 days of OWNER's receipt of such invoices. If OWNER fails to make any payment due GHD for Services within 30 days after receipt of GHD's invoice, then:
    - (a) ~~Interest at 1% per month will be charged on all past due amounts; and~~
    - (b) GHD may, after giving seven (7) days written notice to OWNER, suspend Services under this Agreement until OWNER has paid in full all amounts due for Services, and other related charges. OWNER waives any and all claims against GHD for any such suspension.

When the Fees are on the basis of a lump sum, fixed fee, or a percentage of construction cost for the Project, GHD's invoices will be based upon GHD's estimate of the proportion of the services actually completed at the date of the invoice. If OWNER objects to any invoice submitted by GHD, OWNER shall so advise GHD in writing giving reasons therefore within fourteen (14) days of receipt of such invoice. If no such objection is made, the invoice will be considered acceptable by OWNER.

### Insurance

8. GHD shall maintain continuously during the life of this Agreement the following insurance requirements:
  1. Workers' Compensation Insurance with statutory limits and Employer's Liability of \$1,000,000 per occurrence;
  2. Commercial General Liability Insurance, comprehensive form, with combined single limits of \$1,000,000 in any one occurrence or in the aggregate, applicable to bodily injury, sickness, or death and for loss of or damage to property;
  3. Automobile Liability Insurance covering all owned, non-owned, or hired vehicles used by GHD with limits of \$1,000,000 combined single limits applicable to bodily injury, sickness, or death of any one person per occurrence and for loss of or damage to property;





## GHD – USA Services Agreement

4. Professional Liability Insurance in the amount of \$1,000,000 covering claims, damages and Liability arising out of, or resulting from, GHD's professional negligence in performance of the services.
9. The policies under 8(b) and 8(c) above shall: (1) name OWNER as an Additional Insured; (2) be endorsed to be primary and non-contributory to any other insurance maintained by OWNER or self-insurance maintained by OWNER.
10. GHD will provide OWNER with satisfactory evidence of the above insurances upon request.

### Total Liability for Damages

11. (a) Notwithstanding any other provisions of this Agreement, but subject to clause 11(b) below, to the maximum extent permitted by law, the total aggregate Liability of GHD to OWNER and/or anyone claiming by, through, or under OWNER shall be limited to the amounts set out in clause 8 for the relevant insurance policy or, if no insurance is applicable, to \$1,000,000.
1. With respect to professional errors or omissions only, notwithstanding any other provision of this Agreement, to the maximum extent permitted by law, the total aggregate Liability of GHD to OWNER and/or anyone claiming by, through, or under OWNER, for all Liabilities arising out of, or resulting from the professional errors or omissions of GHD in the performance or non-performance of the services shall be limited to \$1,000,000, ~~or the total Fees actually paid to GHD under this Agreement, whichever is greater.~~
2. Neither party to this Agreement shall be liable to the other for any indirect, special, incidental, punitive or consequential damages, including but not limited to loss of profits, arising in connection with the performance or non-performance of this Agreement.

### Intellectual Property

12. All Documents prepared or furnished by GHD are instruments of service in respect of the Project and GHD OWNER shall retain an ownership and property interest therein whether or not the Project is completed. Any reuse without written verification or adaptation by GHD for the specific purpose intended will be at OWNER's sole risk and without Liability or legal exposure to GHD, and OWNER shall indemnify and hold harmless GHD from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom.

### Confidentiality, documents and information

13. GHD agrees to keep confidential and not disclose to any person or entity, other than GHD's employees and subcontractors, without the prior written consent of OWNER (which consent shall not be unreasonably withheld, delayed, or conditioned), all data and Information not previously known to GHD and marked "CONFIDENTIAL" by OWNER and provided in the course of GHD's performance of the services. This provision shall not apply to data or Information which is in the public domain or which was acquired by GHD independently

from third parties not under any obligation to OWNER to keep such data and Information confidential or which GHD is required to disclose under any law, rule, regulation, ordinance, code, standard, or court order.

### Termination

14. (a) The obligation to provide further services under this Agreement may be terminated by either party upon thirty days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. Upon such termination, OWNER shall pay to GHD all amounts owing to GHD under the Agreement, for all work performed up to the effective date of termination, plus reasonable termination costs.
1. This Agreement may be terminated for convenience by OWNER upon thirty days prior written notice to GHD. In the event of termination for convenience by OWNER, GHD shall be entitled to receive all amounts owing to GHD under the Agreement, for all work performed up to the effective date of termination, plus reasonable termination costs.

### Indemnification

15. Subject to the provisions of section 11 of this Agreement, to the maximum extent permitted by law, each party shall indemnify and hold harmless (but shall have no duty to defend) the other party, its appointed and elected officials, partners, officers, directors, employees, and agents, from and against any and all Liabilities arising from the negligent or wrongful acts, errors, or omissions, or breach of contract, by a party; but only to the extent of an indemnifying party's relative degree of fault when considered together with the fault of all parties, including indemnified parties and any parties immune from suit.
16. In furtherance of these obligations, and *only* with respect to OWNER, GHD waives any immunity it may have or limitation on the amount or type of damages imposed under any industrial insurance, worker's compensation, disability, employee benefit, or similar laws. GHD ACKNOWLEDGES THAT THIS WAIVER OF IMMUNITY WAS MUTUALLY NEGOTIATED.

### Dispute Resolution

17. Both parties agree in good faith to attempt to resolve amicably, without litigation, any dispute arising out of or relating to this Agreement or the work to be performed hereunder. Following notification of a dispute, the parties shall have five (5) business days from the date of notification to begin negotiations and fifteen (15) business days from the notification date to complete negotiations, unless otherwise agreed in writing. In the event that any dispute cannot be resolved through direct discussions, the parties agree to endeavor to settle the dispute by mediation. The parties shall have forty-five (45) calendar days within which to commence the first mediation session following the conclusion of their good faith negotiations or expiration of the time within which to negotiate. Either party may make a written demand for mediation, which demand shall specify the facts of the dispute. The matter shall be submitted to a mediator mutually selected by the parties. The mediator shall hear the matter and provide an informal nonbinding opinion and advice in order to help resolve the dispute. The





## GHD – USA Services Agreement

mediator's fee shall be shared equally by the parties. If the dispute is not resolved through mediation, the matter may be submitted to the judicial system, in the courts of general jurisdiction where the Project is located, in which ~~event all litigation and collection expenses, witness fees, court costs and attorneys' fees shall be paid to the prevailing party.~~

### Independent Contractor

18. GHD shall act as an independent consultant and not as an agent or employee of OWNER, and will be solely responsible for the control and direct performance of the services provided by its employees and agents.

### Assignment

19. This Agreement may not be assigned by either party ~~with the prior written consent of the other party.~~

### Health and Safety

20. GHD shall only be responsible for the activities of its own employees and agents on the Project site with respect to safety.

### Compliance with Laws, Permits and Licenses

21. This Agreement shall be governed by the law of the state where the majority of GHD's work for OWNER will be undertaken. GHD shall perform its Services in accordance with applicable laws, regulations, ordinances, permits, licenses, and other rules.

### Severability

22. The parties agree that, in the event one or more of the provisions of this Agreement should be declared void or illegal, the remaining provisions shall not be affected and shall continue in full force and effect.

### No Third-Party Beneficiaries

23. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by OWNER or GHD to any third party. All duties and responsibilities undertaken under this Agreement shall be for the sole and exclusive benefit of OWNER and GHD. There are no intended third-party beneficiaries. Notwithstanding the foregoing, should a court find a third party to be a beneficiary of this Agreement, it is the intent of the parties that the judicially created third-party beneficiary be bound by and subject to all of the terms and conditions of this Agreement.

### Notification Period

24. Any applicable Statute of Limitation shall be deemed to commence running on the date ~~which the claimant knew, or should have known, of the facts giving rise to their claims, but in no event later than the date of the final invoice for GHD's services under this Agreement.~~ To the maximum extent permitted by law, as a condition precedent to commencing a judicial proceeding, a party shall give written notice of their claims, including all amounts claimed, and the factual basis for their claims, to the other party within two (2) years of ~~when the claimant knew, or should have known, of the facts giving rise to their claims, but in no event later than two (2) years from the date of GHD's final invoice for Services under this Agreement.~~

### Complete Agreement

25. This Agreement represents the entire understanding between the OWNER and GHD, and supersedes all prior negotiations, representations, understandings or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the parties hereto.
26. All notices or other written communications required under this Agreement shall be given personally upon delivery or by certified mail, return receipt requested, upon deposit in a U.S. Mail receptacle to the appropriate parties at the addresses shown on the signature page.
27. This Agreement applies to all services undertaken by GHD for OWNER relative to this Project, including any services undertaken prior to the Effective Date hereof.

### Definitions

28. Unless the context otherwise requires, in the Agreement:

**"Additional Insured"** means that the interests of the client will be noted on the relevant policy, but does not mean that the client is an "Insured" under that policy.

**"Agreement"** means the agreement executed by the parties in connection with the services, including these terms and exhibits.

**"Designated Representative"** means specific individuals who act as Engineer's and OWNER's representatives with respect to the services to be performed or furnished by Engineer and responsibilities of OWNER under this Agreement. Such an individual shall have authority to transmit instructions, receive information, and render decisions relative to the Project on behalf of the respective party whom the individual represents.

**"Document"** or **"Documents"** includes a written or electronic document.

**"Fees"** means the amount set out in the agreement details including disbursements.

**"Information"** includes documents and information provided pertinent to the project.

**"Liability"** or **"Liabilities"** means any and all liabilities for actions (whether sounding in tort, contract (express or implied), warranty (express or implied), statutory liability, strict liability, or otherwise); claims (including, but not limited to, claims for bodily injury, death, property damage, (including bodily injury, death, or property damage to employees) or arising under environmental laws); and costs or damages of every nature without limitation (including, but not limited to, reasonable attorneys' fees and costs of defense).

**"Project"** means the project(s) that the services relate to.

**"Services"** means the services set out in the agreement details (or otherwise the services GHD undertakes).

**"OWNER"** means the person(s) set out in the agreement details (and if more than one person, "OWNER" means each of those persons severally and all of them jointly).



## **SCOPE OF SERVICES**

The following is the scope of services for implementing and conducting a flow monitoring program within the following City of Watertown drainage areas:

- Western Outfall Drainage Basin
- Massey Street/Flower Avenue Drainage Basin
- Beaver Meadows Drainage Basin

Exhibit B provides (5) five approximate flow monitoring locations.

1. Meet with the Owner of Watertown to tour sites and to confirm proposed flow monitoring locations/manholes, pipe size, and confirm access for installation of flow monitoring equipment. Discuss areas of concern, flooding issues, and project critical success factors. Gain access to current Owner GIS database files for use during this study.
2. Perform temporary flow monitoring at various locations within the Owner's stormwater drainage system, and one (1) combined sewer location. Flow monitors will be installed at key junction manholes, to monitor flow to further characterize system flow patterns and behavior during wet weather (rainfall) events. GHD will monitor flow at five (5) locations; four (4) within the stormwater drainage system, and one (1) combined sewer location, for a maximum period of 6-months, including installation of two (2) temporary rain gauges, each set up on City-owned property within the study area. Rain gauges are required to capture actual rainfall event data within study area for analysis purposes and correlate impacts rainfall has on stormwater drainage system.
3. Engineer plans to team with ADS Environmental, LLC to provide, install, monitor, manage, maintain, and download the data collected by the sewer flow monitoring devices meters, including the rain gauge devices. The TRITON+ flow monitor will be utilized at each flow monitoring location and equipped with ultra-sonic depth gauge and pressure sensing transducers, for full-depth data. Rainfall data within the study area will be collected utilizing the Rain Alert III Rain Gauge.
4. Flow monitoring and rainfall data will be analysed to characterize rainfall-runoff relationships, quantify runoff volumes, and determine what conditions relate to peak inflow rates for use in modelling the hydrology of the drainage basins.
5. Engineer understands the Owner may elect to discontinue flow monitoring at any monitoring location, prior to end of month, over the planned 6-month period study period depending on actual climatic conditions and data results. Engineer will remotely monitor flows routinely during the flow monitoring period and update Owner with information regarding flows captured during rainfall events. Engineer will notify ADS of the Owner's decision to remove meters and inform the Owner of final flow monitoring costs.
6. Flow monitoring data collected from three meters in the stormwater drainage system will be uploaded into a conceptualized hydraulic model (previously developed by Engineer under separate project) and used for stormwater system drainage network analysis within the three (3) subject drainage basins, and the one combined sewer monitoring location. Stormwater flow data from four meters will be used to develop and model flow scenarios, hydrographs, and characterize storm frequencies and intensities, and impacts on stormwater drainage system, through dynamic hydraulic model analysis. Hydraulic Model will be calibrated against actual flow monitoring data, including validation of results.





## GHD – USA

### Services Agreement

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7. Combined sewer flow monitoring data set (for one meter) will be utilized to estimate wet weather hydraulic conditions and capacity of the Owner's tributary collector sewer serving the Town of Watertown's sanitary sewer connection located on Washington Street, Town sewer flow impacts on Owner's tributary collector sewer and WOTS pipeline, and compared to Owner's flow meter data collected at the Washington Street Sewer flow meter pit (flume located at Owner limit). Owner to provide flow meter data (5-minute intervals, daily) to Engineer downloaded from the Washington Street sanitary sewer flow meter for same monitoring period as the temporary meters installed under this project, for analysis and comparison purposes.
8. Based on stormwater drainage system hydraulic model analysis and results, Engineer shall perform a desktop capacity assessment using the flow monitoring data and Owner's GIS stormwater system data to estimate current sewer flows, estimate available reserve capacity for serving the stormwater drainage areas and future stormwater drainage needs, utilizing the conceptualized hydraulic model (developed for the three basins under a separate project). The accuracy of the analysis is predicated on having accurate physical characteristics of the watershed. Rim and invert data for the Owner's stormwater system assets within the three study basins will be required and provided by Owner.
9. Report on the amount stormwater received from each basin tributary to each flow monitoring location during the flow monitoring period and storm events. Estimate capacity of major sewers within each stormwater drainage areas and known future anticipated flows from future developments (as provided by the Owner) and planned future stormwater drainage separation and extension projects in relation to the WOTS basin.
10. Identify system capacity deficiencies within the stormwater drainage system study areas and proposed corrective measures to upgrade or extend stormwater drainage infrastructure.
11. Develop a proposed project schedule for any recommended further investigations, detailed designs, approvals and permitting, bidding and construction.
12. Develop an opinion of probable project costs for the recommended investigations and construction of improvements and upgrades to the stormwater drainage system.
13. Identify potential permits and involved agencies/stakeholders approvals, and environmental considerations required for the recommended projects.
14. Provide recommendations for instrument survey of the project improvement areas, necessary easements, and geotechnical investigations to support the design and construction of the recommended improvements.
15. Summarize the above in an Engineering Report to include the following sections:
  - Site Information
  - Ownership and Service Area
  - Existing Facilities
  - Flow Monitoring Locations and Basins, Data Results
  - Flow Monitoring Analysis and Summary of Results
  - Capacity Developments based on Hydraulic Model Results
  - Alternatives Evaluation
  - Conclusions
  - Recommendations and Cost Opinions
16. Submit 90 percent draft report to the Owner for review and comment. Meet (1) with Owner to present report and discuss findings. Finalize report based on Owner comments and meeting discussions.



## **GHD – USA**

### **Services Agreement**

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#### **Materials to be provided by Owner**

As-Builts, Record Drawings, and GIS Database/File access. Owner to provide stormwater drainage structure rim to invert elevation data for the stormwater infrastructure within the (3) study basins.

#### **PERIOD OF SERVICE**

The data collection, review, flow monitoring setup and data collection will be scheduled to be completed within 8-months of written authorization to proceed. The flow monitoring time frame will be scheduled to start spring 2022 and carried out through early fall 2022. The remaining scope of work items shall be completed 60 days after all flow meter data has been collected and analysed. Engineer shall deliver draft report to the Owner at 90 percent completion stage, for review and comment, prior to finalizing the report.

#### **PAYMENTS TO ENGINEER**

The above scope of services will be completed for a total lump sum fee of \$125,500, and will be invoiced on a percent complete basis, based on the following breakdown of tasks.

<b>Task No./Scope</b>	<b>Fee</b>
Task 1: Kick-off Meeting, Data Collection/Analysis, Flow Monitoring Setup, and Initiation	\$4,600
Task 2: Implement, Maintain, and Monitor Flow Meter Program (6 months maximum)	\$79,200
Task 3: Import, Compile, Review and Analyze Flow Monitoring Data, Update Model	\$18,900
Task 4: Engineering Report	\$22,800
<b>TOTAL</b>	<b>\$125,500</b>

Above fees include all labor, equipment, overhead, profit, and associated project expenses. Task 2 Fee will be reduced accordingly based on actual duration, quality, and quantity of flow monitoring per month.

## Exhibit B

Meter366.jpg

Meter500.jpg

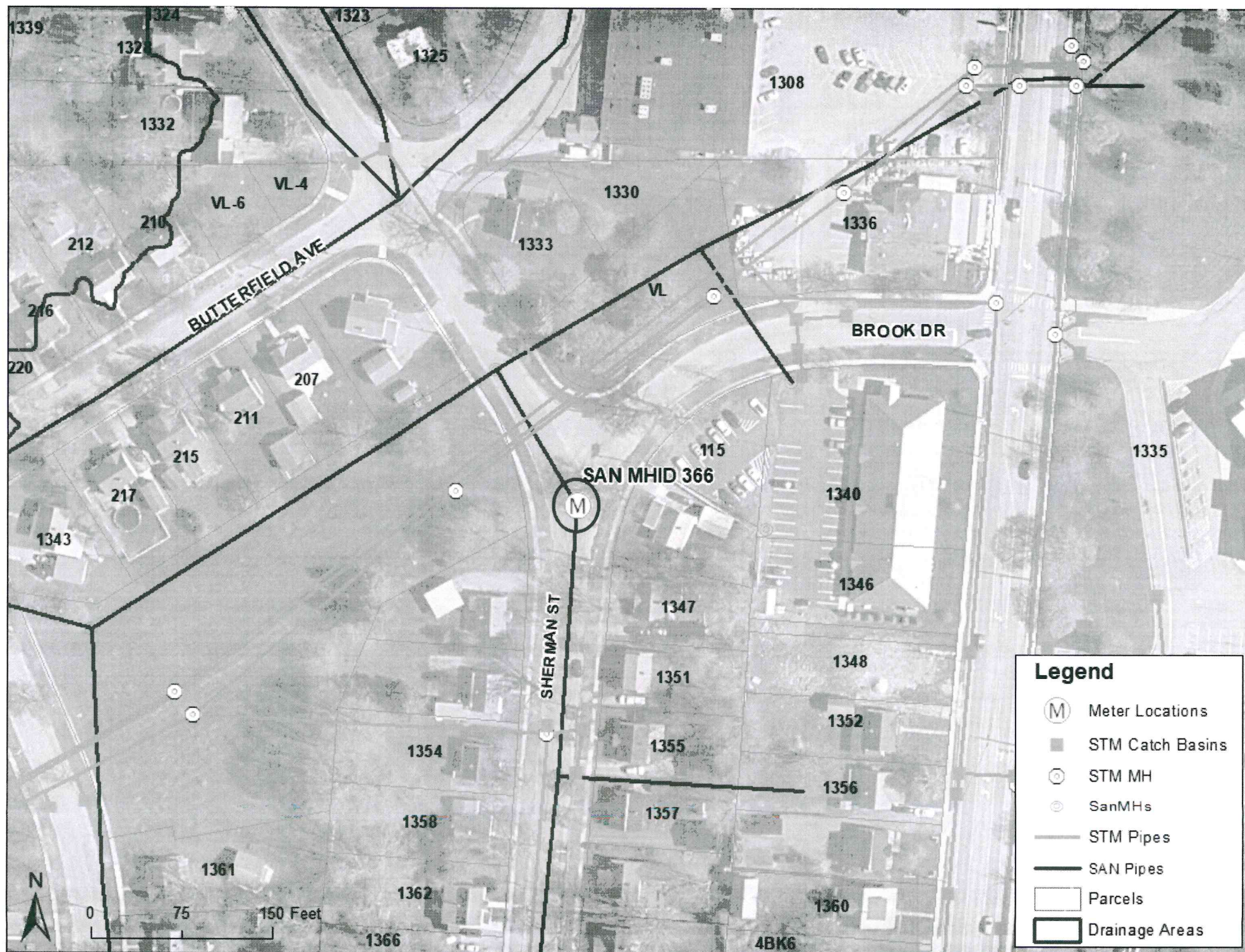
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Meter1209.jpg

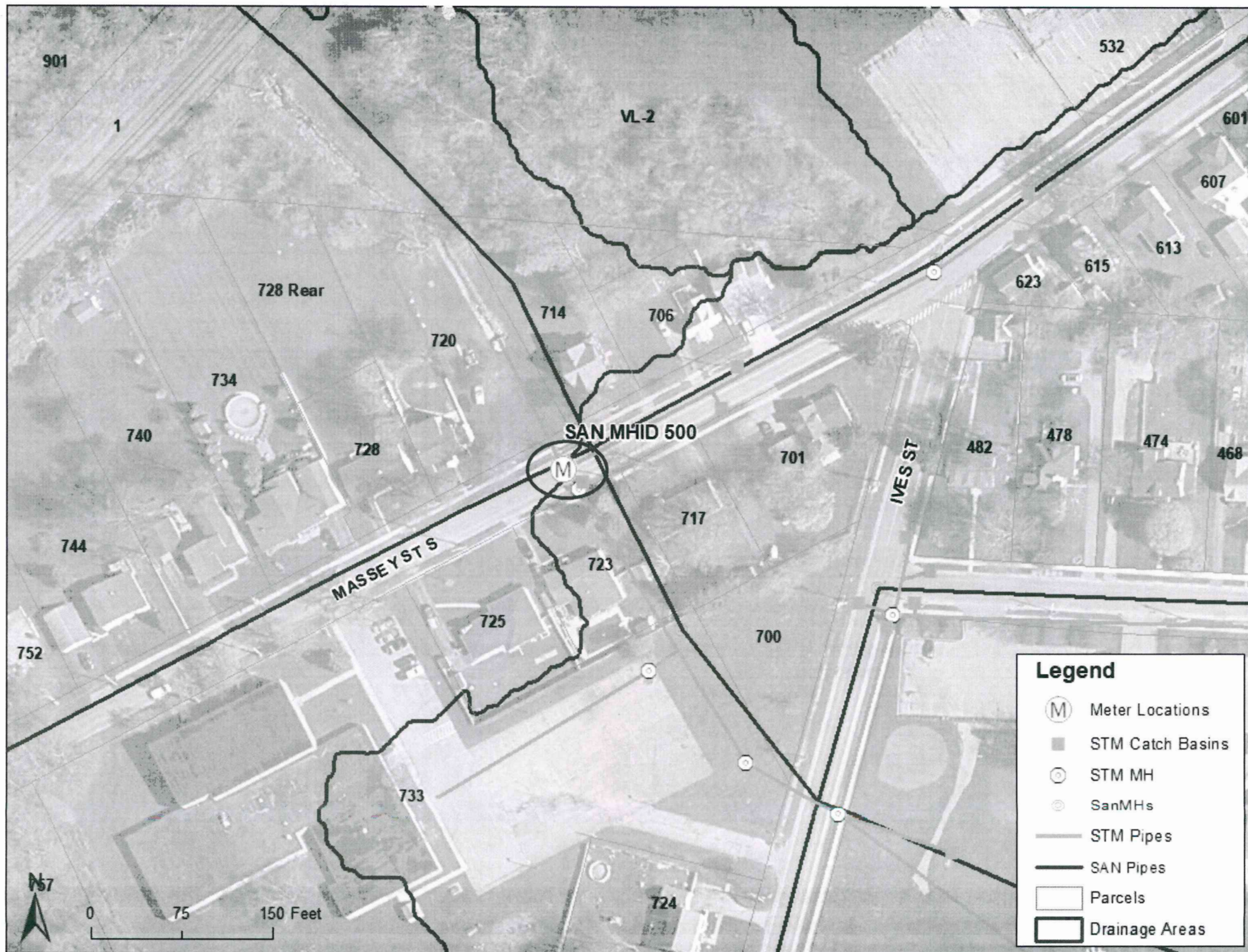
Meter32642.jpg

OverviewAll.jpg





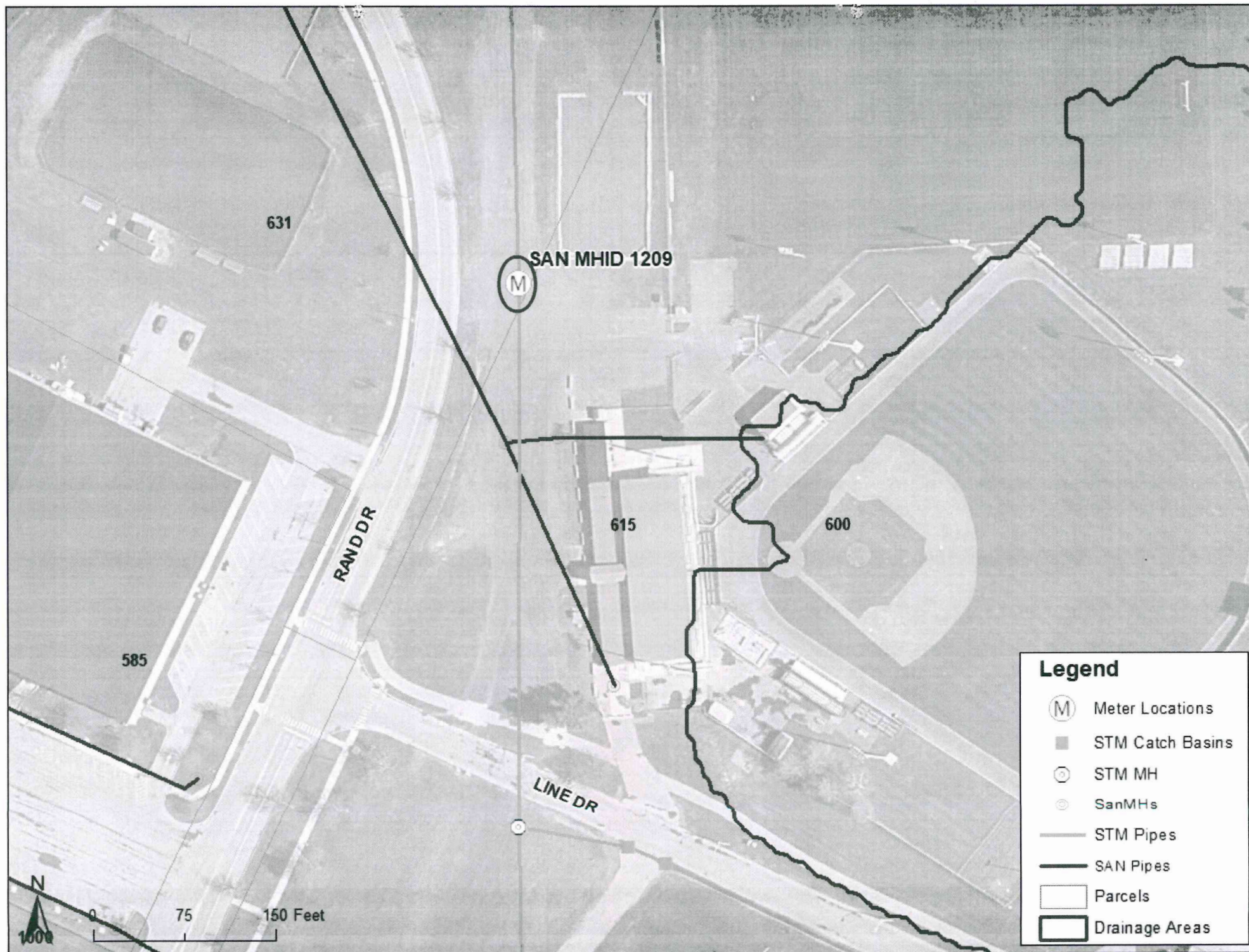








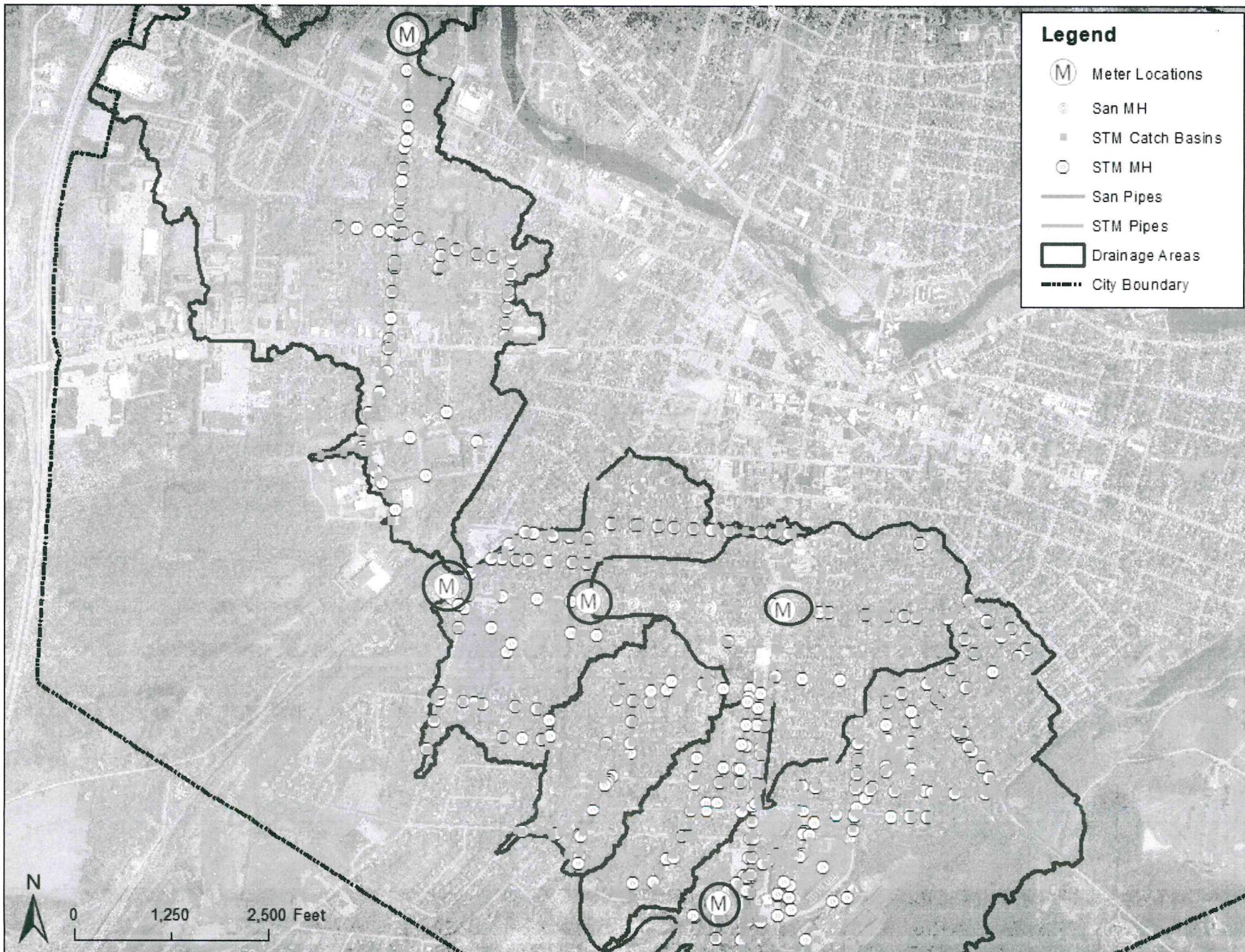




















**Legend**

-  Meter Locations
-  San MH
-  STM Catch Basins
-  STM MH
-  San Pipes
-  STM Pipes
-  Drainage Areas
-  City Boundary



0 1,250 2,500 Feet



Res No. 7

April 11, 2022

To: The Honorable Mayor and City Council

From: James E. Mills, City Comptroller

Subject: Readopting Fiscal Year 2021-22 General Fund Budget – Stormwater Flow Monitoring

Earlier tonight City Council was presented with a resolution to enter into an agreement for professional services with GHD for stormwater flow monitoring.

If the resolution was approved City Council needs to also consider re-adopting the Fiscal Year 2021-22 General Fund budget to utilize funds from the American Rescue Plan Act of 2021 to cover the cost of the agreement.

**RESOLUTION**

Page 1 of 1

Readopting Fiscal Year 2021-22 General  
Fund Budget – Stormwater Flow Monitoring

Council Member HICKEY, Patrick J.

Council Member OLNEY III, Clifford G.

Council Member PIERCE, Sarah V.C.

Council Member RUGGIERO, Lisa A.

Mayor SMITH, Jeffrey M.

Total .....

YEA	NAY

***Introduced by***

WHEREAS on May 24, 2021 the City Council passed a resolution adopting the Budget for Fiscal Year 2021-22, of which \$46,539,384 was appropriated for the General Fund, and

WHEREAS the City was awarded \$22,265,728 in funding from the American Rescue Plan Act of 2021, and

WHEREAS stormwater management activities are an allowable use of the American Rescue Plan Act of 2021 funds, and

NOW BE IT RESOLVED that the City Council of the City of Watertown hereby re-adopts the General Fund Budget for Fiscal Year 2021-22 and makes the following adjustments in the re-adopted General Fund Budget:

GENERAL FUND

## Revenues:

A.0000.4960	Federal Aid – American Rescue Plan Act of 2021	<u>\$ 125,500</u>
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## Expenditures:

A.8140.0430	Storm Sewer - Contracted Services	<u>\$ 125,500</u>
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***Seconded by***

Res No. 8

April 11, 2022

To: The Honorable Mayor and City Council  
From: Kenneth A. Mix, City Manager  
Subject: Alteri Pool Restoration Project, Change Order No. 2

At the December 20, 2021 meeting, City Council approved the bid for the Alteri Pool Restoration Project to Sundance Leisure in the amount of \$112,830.76

At the February 22, 2021 meeting, City Council approved Change Order No. 1 in the amount of \$6202.23, bringing construction cost to \$119,032.99

Sundance Leisure has now submitted Change Order No. 2 in the amount of \$4,312.00 more to continue work on the project, bringing the final construction cost to \$123,344.99. This change order will replace the backer rod and caulk in the expansion joint in the pool that is damaged and also includes cleaning the pool shell surface as it is covered in dirt and algae.

A resolution approving this change order has been prepared for City Council consideration.



# Sundance Leisure

19281 US Route 11  
Watertown, NY 13601

## Quote

Quote ID: 133031  
Customer ID: 11514  
Employee ID: SHutton  
Quote Expires: 5/6/2022

City Of Watertown/rec Dept  
City Of Watertown/rec Dept  
600 William P Field Dr  
Municipal Bldg  
Watertown, NY 13601

### Location:

Alteri Pool  
825 Earl St.  
Watertown, NY 13601

Qty	Item	List Price	Unit Price	Total
52	BR 1IN CLOSED CELL BACKER ROD	\$1.00	\$1.00	\$52.00
1	SERVICE SUPPLIES white caulk polyurethane caulk sealent	\$200.00	\$200.00	\$200.00
2	TRISODIUM PHOSPATE 50#	\$130.00	\$130.00	\$260.00
1	LABOR POOL SERVICE expansion joint cleaning and repair	\$2,000.00	\$2,000.00	\$2,000.00
1	LABOR POOL SERVICE pool surface cleaning	\$1,800.00	\$1,800.00	\$1,800.00

We will completely remove the existing caulk and backer that is in the pool now . install new backer rod, install white polyurethane caulk.

We will clean the pool with the de-greaser. we will not use a pressure washer on it.

<b>Sub Total</b>	<b>\$4,312.00</b>
<b>Taxes</b>	<b>\$0.00</b>
<b>Total</b>	<b>\$4,312.00</b>

**Engineers Joint Documents Committee  
Design and Construction Related Documents  
Instructions and License Agreement**

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EJCDC warrants the CDs and diskettes on which **EJCDC Design and Construction Related Documents** is furnished to be free from defects in materials and workmanship under normal use for a period of ninety (90) days from the date of delivery to you as evidenced by a copy of your receipt.

There is no other warranty of any kind, either expressed or implied, including, but not limited to the implied warranties of merchantability and fitness for a particular purpose. Some states do not allow the exclusion of implied warranties, so the above exclusion may not apply to you. This warranty gives you specific legal rights and you may also have other rights which vary from state to state.

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EJCDC's entire liability and your exclusive remedy shall be:

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2. if EJCDC's selling agent is unable to deliver a replacement CD or diskette which is free of defects in materials and workmanship, you may terminate this Agreement by returning EJCDC Document and your money will be refunded.

In no event will EJCDC be liable to you for any damages, including any lost profits, lost savings or other incidental or consequential damages arising out of the use or inability to use **EJCDC Design and Construction Related Documents** even if EJCDC has been advised of the possibility of such damages, or for any claim by any other party.

Some states do not allow the limitation or exclusion of liability for incidental or consequential damages, so the above limitation or exclusion may not apply to you.

**General:**

You may not sublicense, assign, or transfer this license except as expressly provided in this Agreement. Any attempt otherwise to sublicense,

assign, or transfer any of the rights, duties, or obligations hereunder is void.

This Agreement shall be governed by the laws of the State of Virginia. Should you have any questions concerning this Agreement, you may contact EJCDC by writing to:

Arthur Schwartz, Esq.  
General Counsel  
National Society of Professional Engineers  
1420 King Street  
Alexandria, VA 22314

Phone: (703) 684-2845  
Fax: (703) 836-4875  
e-mail: [aschwartz@nspe.org](mailto:aschwartz@nspe.org)

You acknowledge that you have read this agreement, understand it and agree to be bound by its terms and conditions. You further agree that it is the complete and exclusive statement of the agreement between us which supersedes any proposal or prior agreement, oral or written, and any other communications between us relating to the subject matter of this agreement.

# Change Order

No. 2

Date of Issuance: 04/08/2022

Effective Date: 04/18/2022

Project: Alter Pool Restoration	Owner:	Owner's Contract No.:
Contract:		Date Of Contract:
Contractor: Sundance Leisure		Engineer's Project No.:

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

Description: The expansion joint on the pool is bad and needs replacement. We will completely remove the existing caulk and backer that is in the pool now, install a new backer rod, and install white polyurethane caulk. We will also clean the pool stall surface and remove any remaining dirt and/or algae.

Attachments: (List documents supporting change): Quote, Photos

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price:	Original Contract Times: <input type="checkbox"/> Working days <input type="checkbox"/> Calendar days
\$ <u>112830.76</u>	Substantial completion (days or date):
	Ready for final payment (days or date):
[Increase] [Decrease] from previously approved Change Orders No. <u>1</u> to	[Increase] [Decrease] from previously approved Change Orders No. to No.:
\$ <u>6202.23</u>	Substantial completion (days):
	Ready for final payment (days):
Contract Price prior to this Change Order:	Contract Times prior to this Change Order:
\$ <u>119032.99</u>	Substantial completion (days or date):
	Ready for final payment (days or date):
[Increase] [Decrease] of this Change Order:	[Increase] [Decrease] of this Change Order
\$ <u>4312.00</u>	Substantial completion (days or date):
	Ready for final payment (days or date):
Contract Price incorporating this Change Order:	Contract Times with all approved Change Orders:
\$ <u>123344.99</u>	Substantial completion (days or date):
	Ready for final payment (days or date):

RECOMMENDED:

ACCEPTED:

ACCEPTED:

By: Meredith Griffin  
Engineer (Authorized Signature)

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

By: [Signature]  
Contractor (Authorized Signature)

Date: 04/11/2022

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

Date: 4/11/22

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

Approved by Funding Agency (if applicable): \_\_\_\_\_



# Change Order

## Instructions

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### A. GENERAL INFORMATION

This document was developed to provide a uniform format for handling contract changes that affect Contract Price or Contract Times. Changes that have been initiated by a Work Change Directive must be incorporated into a subsequent Change Order if they affect Price or Times.

Changes that affect Contract Price or Contract Times should be promptly covered by a Change Order. The practice of accumulating Change Orders to reduce the administrative burden may lead to unnecessary disputes.

If Milestones have been listed in the Agreement, any effect of a Change Order thereon should be addressed.

For supplemental instructions and minor changes not involving a change in the Contract Price or Contract Times, a Field Order should be used.

### B. COMPLETING THE CHANGE ORDER FORM

Engineer normally initiates the form, including a description of the changes involved and attachments based upon documents and proposals submitted by Contractor, or requests from Owner, or both.

Once Engineer has completed and signed the form, all copies should be sent to Owner or Contractor for approval, depending on whether the Change Order is a true order to the Contractor or the formalization of a negotiated agreement for a previously performed change. After approval by one contracting party, all copies should be sent to the other party for approval. Engineer should make distribution of executed copies after approval by both parties.

If a change only applies to price or to times, cross out the part of the tabulation that does not apply.











# RESOLUTION

Page 1 of 1

Approving Change Order No. 2  
for the Alteri Pool Restoration Project,  
Sundance Leisure

Council Member HICKEY, Patrick J.

Council Member OLNEY III, Clifford G.

Council Member PIERCE, Sarah V.C.

Council Member RUGGIERO, Lisa A.

Mayor SMITH, Jeffrey M.

Total .....

YEA	NAY

## Introduced by

WHEREAS at its December 20, 2021, meeting, the City Council approved a bid from Sundance Leisure in the amount of \$112,830.76 for the Alteri Pool Restoration Project, and

WHEREAS Sundance Leisure submitted Change Order No. 1 in the amount of \$6,202.23, bringing the total contract amount to \$119,032.99, and

WHEREAS it has become necessary to replace the backer rod and caulk in the expansion joint in the pool that is damaged and to clean the pool shell surface as it is covered with dirt and algae, and

WHEREAS Sundance Leisure has now submitted Change Order No. 2 in the amount of \$4,312.00,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby approves Change Order No. 2 from Sundance Leisure in the amount of \$4,312.00, a copy of which is attached and made part of this Resolution, bringing the total contract amount to \$123,344.99, and

BE IT FURTHER RESOLVED that City Manager Kenneth A. Mix is hereby authorized and directed to execute Change Order No. 2 on behalf of the City of Watertown.

## Seconded by

Res No. 9

April 12, 2022

To: The Honorable Mayor and City Council

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

Subject: Authorizing the City Manager to Enter into a Grant Agreement with National Grid for an Urban Center/Commercial District Revitalization Grant for the City of Watertown's Downtown Revitalization Initiative (DRI) Streetscape Project

Earlier this year, the City applied for \$250,000 in grant funding for the Downtown Revitalization (DRI) Streetscape project through National Grid's Urban Center/Commercial District Revitalization Grant.

On April 5, 2022, National Grid formally informed the City that they have approved the City's application and sent a grant agreement for the City Manager's signature. The attached resolution authorizes the City Manager to sign the attached document and formally enter the City into a grant agreement with National Grid for an Urban Center/Commercial District Revitalization Grant.



**RESOLUTION**

Page 1 of 1

Authorizing the City Manager to Enter Into a Grant Agreement with National Grid for an Urban Center/Commercial District Revitalization Grant to for the City of Watertown's Downtown Revitalization Initiative (DRI) Streetscape Project.

Council Member HICKEY, Patrick J.

Council Member OLNEY III, Clifford G.

Council Member PIERCE, Sarah V.C.

Council Member RUGGIERO, Lisa A.

Mayor SMITH, Jeffrey M.

Total .....

YEA	NAY

***Introduced by***

WHEREAS the current estimated cost of the City of Watertown's Downtown Revitalization Initiative (DRI) Streetscape Project is \$3,700,000, which represents an increase over its initial estimated cost in the original DRI Strategic Plan, and

WHEREAS on March 7, 2022, the City Council unanimously approved a resolution readopting the Fiscal Years 2020-21 through 2024-25 Capital Budget to accommodate the estimated cost increase to the project, and

WHEREAS the revised budget anticipated a \$250,000 Urban Center/Commercial District Revitalization Grant from National Grid that would also pay for part of the project, and

WHEREAS National Grid recently informed the City that it has approved the City's application for \$250,000 in grant funding for the project, and

WHEREAS National Grid has sent a Private Customer Agreement (Grant Agreement) for this funding for signature by the City Manager, a copy of which is attached and made part of this resolution, and

NOW THEREFORE BE IT RESOLVED that the City Council hereby directs the City Manager to sign the grant agreement with National Grid for an Urban Center/Commercial District Revitalization Grant, and

BE IT FURTHER RESOLVED that the City of Watertown will administer the grant in accordance with all applicable rules and regulations established by National Grid.

***Seconded by***



**ECONOMIC DEVELOPMENT PROGRAM**

**PRIVATE CUSTOMER AGREEMENT**

**BETWEEN**

**NIAGARA MOHAWK POWER CORPORATION  
d/b/a NATIONAL GRID**

**AND**

***CITY OF WATERTOWN  
245 Washington Street  
Watertown, NY 13601***

***Application Number: 6046***

**300 Erie Boulevard West  
Syracuse, New York 13202**

**ECONOMIC DEVELOPMENT PROGRAM  
PRIVATE CUSTOMER/DEVELOPER AGREEMENT**

**1. DEFINITIONS.**

"Agreement" means this document and the Approved Online Application.

"Award Letter" means the letter that informs the Grantee that they have received approval of an Economic Development grant and the amount of that grant.

"Customer" means the retail customer of Niagara Mohawk Power Corporation, d/b/a National Grid, ("Company") receiving Project funding under this Agreement.

"Project" means the activity described in the Approved Application.

"Program" means the subject Company Economic Development Program that is providing funding for the Project.

"Company" means Niagara Mohawk Power Corporation, d/b/a National Grid, or its successor or assign, the entity funding the Services under this Agreement.

- 2. SCHEDULE.** The Customer shall complete its Project by the dates set forth in the Approved Application, unless the Project is delayed by occurrences beyond the reasonable control of the Customer. Under no circumstances will funding be released by Niagara Mohawk Power Corporation, d/b/a National Grid, without continued authorization to do so by the New York State Public Service Commission.
- 3. FUNDING.** The Project may be funded, in whole or in part, by the Company. The Customer shall be responsible for all sums necessary to complete the Project not provided Company. Any funding provided by the Company shall be used by the Customer solely for the uses approved in this Agreement. The Company reserves the right to withhold funding if there are unauthorized changes to the Project or if the requirements of the Program or this Agreement are not met. The Company also has the right to withhold or terminate funding if Customer is in arrears on their current account. Under no circumstances will funding be released by Niagara Mohawk Power Corporation, d/b/a National Grid, without continued authorization to do so by the New York State Public Service Commission.
- 4. PAYMENT.** The Customer will advise the Company of its completion of the Project. The Company reserves the right to conduct a site visit, inspect the work, determine its completion, and verify its compliance with Program requirements. If Company confirms that the Project has been completed and is in compliance with Program requirements, the parties will execute a Certificate of Project Completion and the Customer will submit a Payment Requisition form. The Company will remit a check to the Customer in the amount of the Program grant stipulated in the Award Letter.



- Under certain conditions Customers in the following programs *may* be eligible for Progress Payments: Strategic Economic Development, Industrial Building Redevelopment, Capital Investment Incentive, Brownfield Redevelopment, 25 Cycle Investment Incentive, Energy Efficiency in Empire Zones and Dairy Industry Productivity. The Customer must request a Progress Payment in writing on their letterhead prior to submittal of the Certificate of Progress Payment. Included in the request must be justification for the Progress Payment, all invoices and evidence that corresponding matching funds have been expended. Progress Payment requests are subject to approval by the Vice President Economic Development and the Sr. Vice President Business Services & Economic Development.

**5. CUSTOMER REQUIREMENTS.**

- The Customer agrees to conduct the Project in accordance with the Approved Application and Program requirements. If the Customer fails to do so, Niagara Mohawk Power Corporation, d/b/a National Grid, may require Customer to return all funding received.
- The Customer will cooperate fully with the Company, and provide full information regarding its business and costs to the extent necessary to enable the Company to evaluate the Project or determine whether Program funds should be remitted to the Customer. This cooperation shall include the Customer's designation of a representative with whom the Company can interact on all matters related to this Agreement and whose decisions are binding on the Customer. If Customer provides false, inaccurate, misleading or otherwise deceptive information, Niagara Mohawk Power Corporation, d/b/a National Grid may require Customer to return all funding received.
- The Customer will be required to complete a survey upon receipt of funding. Regulatory requirements prohibit the Company from continuing to fund recipients who fail to fulfill reporting requirements.
- The Customer agrees to give credit to the Company on any collateral materials produced as a result of funding received through the Program.

6. **CHANGES.** The Customer may request changes or amendments to the Agreement. Any such changes must be in a writing signed by the Customer and the Company.

7. **LIMITATION OF COMPANY LIABILITY. COMPANY MAKES NO WARRANTY WHATSOEVER, WHETHER STATUTORY, WRITTEN, ORAL, OR IMPLIED (INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR USE FOR A PARTICULAR PURPOSE) WITH RESPECT TO THE PROJECT OR WITH RESPECT TO ANY ECONOMIC BENEFITS, ENERGY SAVINGS, OR IMPROVED ENERGY QUALITY RESULTING FROM USE OF PROGRAM FUNDS.** While the Program is intended to provide benefits to recipients, the Customer understands and agrees that the Company is not liable for any losses resulting from the Customer's participation in the Program or from the Program's failure to result in benefits to the Customer. To the fullest extent allowed by law, the Company is exempt from any and all liability to the Customer for any damage, injuries, or losses of any nature, whether direct or indirect, special, consequential, incidental or otherwise, including, but not limited to, those arising out of, resulting from, or related to this Agreement and/or any Company actions pursuant or related to this Agreement or to

the Program. The Customer releases Company, its directors, officers, employees, agents, successors and assigns, from any and all liabilities to the Customer.

8. **TERMINATION.** Any party to this Agreement may terminate this Agreement for convenience upon thirty (30) days written notice to the other party. The Company may terminate the Agreement at any time for any nonconformance with a material term of this Agreement. Niagara Mohawk Power Corporation, d/b/a National Grid may terminate the Agreement at any time for legislative, court or regulatory changes effecting its rates, tariffs or Economic Development Programs. In the event of any termination, no amount shall be paid or payable by the Company for the Customer's termination costs, including, but not limited to, costs associated with the transfer or termination of personnel or other contracts.
9. **ASSIGNMENT AND SUBCONTRACTING.** The Customer shall neither assign this Agreement, nor subcontract any portion of the work, nor assign any moneys payable under this Agreement, without first obtaining the written consent of the Company. The Company may reject any assignee, delegatee or other transferee, or any subcontractor, within its absolute discretion, that it considers unable or unsuitable to perform activities under this Agreement. Any Company-authorized assignment or subcontracting of this Agreement shall not relieve the Customer of the responsibility for full compliance with the requirements of this Agreement. In the event the Company authorizes assignment or subcontracting of this Agreement, or any portion of the work, the Company makes no warranty, guarantee or representation, whether express or implied, with regard to any materials or workmanship provided by any contractor or the reasonableness of the prices charged by them. The Customer understands and agrees that such contractor is solely responsible for the work. The Company assumes no liability or responsibility for any damages or claims resulting from the Customer's selection of any contractor. The requirements of this Agreement shall be included in any subcontracts placed by the Customer.
10. **THIRD-PARTY BENEFICIARY.** The parties have no intent, and do not create, any third-party rights or interest in this Agreement or in the Project.
11. **NOTICES.** Each party shall designate the name and address of that party's representative. Any legal or contractual notices required to be sent to either party shall be deemed duly sent when mailed to the intended party's designated representative by means of certified or registered mail, return receipt requested.
12. **WAIVER.** No term of this Agreement may be waived except in a writing signed by the parties.
13. **LAWS.** This Agreement shall be interpreted and enforced according to the laws of the State of New York, exclusive of those laws determined by application of New York's choice of law principles. All parties hereby consent to personal jurisdiction and venue in the courts in the State of New York.
14. **SEVERABILITY.** To the extent that any provision of this Agreement shall be held to be invalid, illegal or unenforceable, it shall be severed from this Agreement without affecting the validity, legality or enforceability of the remaining provisions of the Agreement.
15. **INTEGRATION AND MERGER.** The parties agree that there are no understandings, agreements, or representations, expressed or implied, other than those expressed herein. This Agreement



supersedes and merges all prior discussions and understandings, and constitutes the entire agreement between the parties.

**IN WITNESS WHEREOF**, the parties hereto agree to the terms and conditions of this Agreement, and agree to be bound by the same, and represent that their signatories have complete authority to sign and accept this Agreement.

***CITY OF WATERTOWN***  
**Project #6046**

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

Title: \_\_\_\_\_

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

**NIAGARA MOHAWK POWER CORPORATION, d/b/a NATIONAL GRID**

By: \_\_\_\_\_  
Arthur W. Hamlin

Title: Manager, Economic Development

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



To: The Honorable Mayor and City Council  
From: James E. Mills, City Comptroller  
Subject: Sale of Real Property - 117 Exchange Street

On March 28<sup>th</sup> the City Comptroller's Office held a public auction of City owned properties. Clueless Ventures, LLC was the high bidder on the property known as 117 Exchange Street (parcel # 09-01-119.000) but City Council rejected that bid as they felt bid prices were artificially inflated due to the bidding of Meira Shapiro. Clueless Ventures, LLC (Shannon Exford) has indicated that she would still like to purchase the property for her auction bid amount of \$1,000.

A resolution has been prepared for City Council consideration to approve the sale.

**RESOLUTION**

Page 1 of 2

Authorizing Sale of Real Property,  
Known as 117 Exchange Street to  
Clueless Ventures, LLC, 812 State Street,  
Watertown, New York 13601

Council Member HICKEY, Patrick J.

Council Member OLNEY III, Clifford G.

Council Member PIERCE, Sarah V.C.

Council Member RUGGIERO, Lisa A.

Mayor SMITH, Jeffrey M.

Total .....

YEA	NAY

***Introduced by***


---

WHEREAS there has heretofore been bid in by the City of Watertown at a tax sale a certain lot of land known as 117 Exchange Street, approximately 66' x 75' in size, and also known and designated on the map of the Department of Assessment and Taxation of the City of Watertown, New York as Parcel No. 09-01-119.000, and

WHEREAS title to said land has since been retained by the City of Watertown as acquired at said tax sale, which title was retained by reason of the failure of anyone to redeem the same, and

WHEREAS said real property has never been assigned by the Council for a public use, and

WHEREAS the City Council desires to ensure that properties such as this property be brought into compliance with all applicable provisions of the Uniform Construction Codes, as defined by Watertown City Code Chapter 120, and the Code of the City of Watertown within one (1) year from the date of delivery of the quit claim deed of their sale to subsequent buyers,

NOW THEREFORE BE IT RESOLVED that pursuant to Section 23, Subdivision (b) of the General City Law, Section 247 of the Charter of the City of Watertown as amended by Local Law No. 1, 1985, adopted December 3, 1984, effective January 17, 1985, and the ordinance, Municipal Code, Chapter 16 adopted by the Council on June 6, 1977, that the offer of \$1,000 submitted by Clueless Ventures, LLC, for the purchase of Parcel No. 09-01-119.000, is a fair and reasonable offer therefore and the same is hereby accepted subject to the conditions which follow, and

## RESOLUTION

Page 2 of 2

Authorizing Sale of Real Property,  
Known as 117 Exchange Street to  
Clueless Ventures, LLC, 812 State Street,  
Watertown, New York 13601

Council Member HICKEY, Patrick J.

Council Member OLNEY III, Clifford G.

Council Member PIERCE, Sarah V.C.

Council Member RUGGIERO, Lisa A.

Mayor SMITH, Jeffrey M.

Total .....

YEA	NAY

BE IT FURTHER RESOLVED that the Mayor, Jeffrey M. Smith be and he hereby is authorized, empowered and directed to execute and deliver a Quit Claim Deed of said real property to Clueless Ventures, LLC upon receipt of the above mentioned sum of money in cash only by the City Comptroller, and

BE IT FURTHER RESOLVED that the Quit Claim Deed shall not be issued unless and until all outstanding property taxes owed by the putative purchaser on all parcels owned by said purchaser within the City shall have been satisfactorily paid to the City Comptroller.

BE IT FURTHER RESOLVED that the deed issued by the City contain a provision that if the property sold is not brought into compliance with all applicable provisions of the Uniform Construction Codes, as defined by Watertown City Code Chapter 120, and the Code of the City of Watertown within one (1) year from the date of delivery of the quit claim deed of their sale to subsequent buyers, the City shall have the right to seek and be entitled to receive reversion of title to the premises to the City.

***Seconded by***



To: The Honorable Mayor and City Council  
From: James E. Mills, City Comptroller  
Subject: Sale of Real Property – 248 Moulton Street

On March 28<sup>th</sup> the City Comptroller's Office held a public auction of City owned properties. Kavon Mason (Mason & Associates, LLC) was the high bidder on the property known as 248 Moulton Street (parcel # 03-01-109.000) but City Council rejected that bid as they felt bid prices were artificially inflated due to the bidding of Meira Shapiro. Kavon Mason has indicated that he would still like to purchase the property for his auction bid amount of \$5,400.

Mason & Associates, LLC owns 461 Portage Street for which a tax sale certificate was sold in June 2020. The tax sale certificate is still outstanding and the amount to redeem the certificate by this June's two-year deadline is \$7,118.51.

A resolution has been prepared for City Council consideration to approve the sale. If the sale is rejected staff recommends contacting the other abutting property owner to inquire if they are interested in the property for their bid amount (\$5,300) as they were the runner-up at the auction.

# RESOLUTION

Page 1 of 2

Authorizing Sale of Real Property,  
Known as 248 Moulton Street to Kavon  
Mason, 200 Washington Street, Suite 203,  
Watertown, New York 13601

Council Member HICKEY, Patrick J.  
Council Member OLNEY III, Clifford G.  
Council Member PIERCE, Sarah V.C.  
Council Member RUGGIERO, Lisa A.  
Mayor SMITH, Jeffrey M.

Total .....

YEA	NAY

## *Introduced by*

WHEREAS there has heretofore been bid in by the City of Watertown at a tax sale a certain lot of land known as 248 Moulton Street, approximately 47' x 90' in size, and also known and designated on the map of the Department of Assessment and Taxation of the City of Watertown, New York as Parcel No. 03-01-109.000, and

WHEREAS title to said land has since been retained by the City of Watertown as acquired at said tax sale, which title was retained by reason of the failure of anyone to redeem the same, and

WHEREAS said real property has never been assigned by the Council for a public use, and

WHEREAS the City Council desires to ensure that properties such as this property be brought into compliance with all applicable provisions of the Uniform Construction Codes, as defined by Watertown City Code Chapter 120, and the Code of the City of Watertown within one (1) year from the date of delivery of the quit claim deed of their sale to subsequent buyers,

NOW THEREFORE BE IT RESOLVED that pursuant to Section 23, Subdivision (b) of the General City Law, Section 247 of the Charter of the City of Watertown as amended by Local Law No. 1, 1985, adopted December 3, 1984, effective January 17, 1985, and the ordinance, Municipal Code, Chapter 16 adopted by the Council on June 6, 1977, that the offer of \$5,400 submitted by Kavon for the purchase of Parcel No. 03-01-109.000, is a fair and reasonable offer therefore and the same is hereby accepted subject to the conditions which follow, and

**RESOLUTION**

Page 2 of 2

Authorizing Sale of Real Property,  
Known as 248 Moulton Street to Kavon  
Mason, 200 Washington Street, Suite 203,  
Watertown, New York 13601

Council Member HICKEY, Patrick J.

Council Member OLNEY III, Clifford G.

Council Member PIERCE, Sarah V.C.

Council Member RUGGIERO, Lisa A.

Mayor SMITH, Jeffrey M.

Total .....

YEA	NAY

BE IT FURTHER RESOLVED that the Mayor, Jeffrey M. Smith be and he hereby is authorized, empowered and directed to execute and deliver a Quit Claim Deed of said real property to Kavon Mason upon receipt of the above mentioned sum of money in cash only by the City Comptroller, and

BE IT FURTHER RESOLVED that the Quit Claim Deed shall not be issued unless and until all outstanding property taxes owed by the putative purchaser on all parcels owned by said purchaser within the City shall have been satisfactorily paid to the City Comptroller.

BE IT FURTHER RESOLVED that the deed issued by the City contain a provision that if the property sold is not brought into compliance with all applicable provisions of the Uniform Construction Codes, as defined by Watertown City Code Chapter 120, and the Code of the City of Watertown within one (1) year from the date of delivery of the quit claim deed of their sale to subsequent buyers, the City shall have the right to seek and be entitled to receive reversion of title to the premises to the City.

*Seconded by*



Res. No. 12

April 11, 2022

To: The Honorable Mayor and City Council  
From: James E. Mills, City Comptroller  
Subject: Sale of Real Property - 510 Main Street East

On March 28<sup>th</sup> the City Comptroller's Office held a public auction of City owned properties. Sam Ratnaransy was the high bidder on the property known as 510 Main Street East (parcel # 04-02-123.000) but City Council rejected that bid as they felt the property should be sold to the abutting property owner, Jeffrey Graham.

A resolution has been prepared for City Council consideration to approve the sale.

## James Mills

---

**From:** Jeffrey Graham <mayor557@verizon.net>  
**Sent:** Tuesday, April 5, 2022 5:05 PM  
**To:** James Mills; Kenneth Mix; Jeff Smith; Lisa Ruggiero; Clifford Olney; Patrick Hickey; svcompo@gmail.com  
**Subject:** Re: Parcel 4-02-123.00

After talking with the Mayor, the CM and you today, I understand the City has no interest in the property in question, so I offer the stated minimum of \$100 for this parcel. As long as there are no other issues to consider, I will assume this will be on the next agenda.

Thank you for your attention to this matter.

Best,  
JG

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

**From:** James Mills <jmills@watertown-ny.gov>  
**To:** Jeffrey Graham <mayor557@verizon.net>  
**Sent:** Tue, Apr 5, 2022 4:11 pm  
**Subject:** RE: Parcel 4-02-123.00

As you may be aware City Council rejected most of the property auction bids including the one for 510 Main Street East. They discussed the lot and agree that you, as the abutting owner, should be sold the property. Accordingly, if you are still interested, please submit an offer for the lot.

Thank you-  
Jim

James E. Mills  
City Comptroller  
City of Watertown, NY  
245 Washington St, St 203  
Watertown, NY 13601  
ph: (315) 785-7754  
fx: (315) 785-7826  
[jmills@watertown-ny.gov](mailto:jmills@watertown-ny.gov)

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**From:** Jeffrey Graham <mayor557@verizon.net>  
**Sent:** Tuesday, March 29, 2022 9:04 AM  
**To:** Jeff Smith <jsmith@watertown-ny.gov>; Sarah Pierce <spierce@watertown-ny.gov>; Patrick Hickey <phickey@watertown-ny.gov>; Lisa Ruggiero <lruggiero@watertown-ny.gov>; Clifford Olney <colney@watertown-ny.gov>; Kenneth Mix <kmix@watertown-ny.gov>; James Mills <jmills@watertown-ny.gov>; Dana Aikins <daikins@watertown-ny.gov>; jburrows@cmbk.com; Jeffrey Graham <mayor557@verizon.net>  
**Subject:** Parcel 4-02-123.00

Attached is a letter requesting deletion of one parcel from the approval resolution on Monday, and a request for the City to address issues with parcel 4-02-123.00 while still owning it. A hard copy was sent to City Hall.

JG

**RESOLUTION**

Page 1 of 2

Authorizing Sale of Real Property,  
Known as 510 Main Street East to Jeffrey  
Graham, 557 Pearl Street,  
Watertown, New York 13601

Council Member HICKEY, Patrick J.

Council Member OLNEY III, Clifford G.

Council Member PIERCE, Sarah V.C.

Council Member RUGGIERO, Lisa A.

Mayor SMITH, Jeffrey M.

Total .....

YEA	NAY

***Introduced by***

WHEREAS there has heretofore been bid in by the City of Watertown at a tax sale a certain lot of land known as 510 Main Street East, approximately 30' x 70' in size, and also known and designated on the map of the Department of Assessment and Taxation of the City of Watertown, New York as Parcel No. 04-02-123.000, and

WHEREAS title to said land has since been retained by the City of Watertown as acquired at said tax sale, which title was retained by reason of the failure of anyone to redeem the same, and

WHEREAS said real property has never been assigned by the Council for a public use, and

WHEREAS the City Council desires to ensure that properties such as this property be brought into compliance with all applicable provisions of the Uniform Construction Codes, as defined by Watertown City Code Chapter 120, and the Code of the City of Watertown within one (1) year from the date of delivery of the quit claim deed of their sale to subsequent buyers,

NOW THEREFORE BE IT RESOLVED that pursuant to Section 23, Subdivision (b) of the General City Law, Section 247 of the Charter of the City of Watertown as amended by Local Law No. 1, 1985, adopted December 3, 1984, effective January 17, 1985, and the ordinance, Municipal Code, Chapter 16 adopted by the Council on June 6, 1977, that the offer of \$100 submitted by Jeffrey Graham for the purchase of Parcel No. 04-02-123.000, is a fair and reasonable offer therefore and the same is hereby accepted subject to the conditions which follow, and



**RESOLUTION**

Page 2 of 2

Authorizing Sale of Real Property,  
Known as 510 Main Street East to Jeffrey  
Graham, 557 Pearl Street,  
Watertown, New York 13601

Council Member HICKEY, Patrick J.

Council Member OLNEY III, Clifford G.

Council Member PIERCE, Sarah V.C.

Council Member RUGGIERO, Lisa A.

Mayor SMITH, Jeffrey M.

Total .....

YEA	NAY

BE IT FURTHER RESOLVED that the Mayor, Jeffrey M. Smith be and he hereby is authorized, empowered and directed to execute and deliver a Quit Claim Deed of said real property to Jeffrey Graham upon receipt of the above mentioned sum of money in cash only by the City Comptroller, and

BE IT FURTHER RESOLVED that the Quit Claim Deed shall not be issued unless and until all outstanding property taxes owed by the putative purchaser on all parcels owned by said purchaser within the City shall have been satisfactorily paid to the City Comptroller.

BE IT FURTHER RESOLVED that the deed issued by the City contain a provision that if the property sold is not brought into compliance with all applicable provisions of the Uniform Construction Codes, as defined by Watertown City Code Chapter 120, and the Code of the City of Watertown within one (1) year from the date of delivery of the quit claim deed of their sale to subsequent buyers, the City shall have the right to seek and be entitled to receive reversion of title to the premises to the City.

*Seconded by*

Res No. 13

April 12, 2022

To: The Honorable Mayor and City Council  
From: James E. Mills, City Comptroller  
Subject: Sale of Real Property - 603 Boyd Street

On March 28<sup>th</sup> the City Comptroller's Office held a public auction of City owned properties. The Triumph, LLC (Meira Shapiro) was the high bidder on the property known as 603 Boyd Street (parcel # 12-05-217.000) but City Council rejected that bid due to Ms. Shapiro's declining to follow through on six other parcels for which she was the high bidder. Instead, they indicated that the property should be sold to the other abutting property owner, Brian and Catherine Miller, if they matched the high bid of \$4,200.

A resolution has been prepared for City Council consideration to approve the sale.

April 12, 2022

Mr Jim Mills  
City Comptroller  
245 Washington St. Suite 203  
Watertown, NY 13601

Mr Mills :

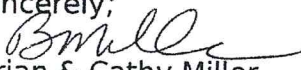
As discussed in our phone conversation Monday April 11, 2022 ,  
my wife and I are still interested in the vacant lot at 603 Boyd St .

We are willing to match the bid price of \$4200.00 and are attaching a 10% down  
payment as you requested.

We are aware that the sale will be finalized after a resolution is passed by City  
Council .

We appreciate your efforts to help us secure this lot .

Sincerely,

  
Brian & Cathy Miller  
609 Boyd Street  
Watertown, NY 13601



**RESOLUTION**

Page 1 of 2

Authorizing Sale of Real Property,  
Known as 603 Boyd Street to  
Brian and Catherine Miller, 609 Boyd Street,  
Watertown, New York 13601

Council Member HICKEY, Patrick J.

Council Member OLNEY III, Clifford G.

Council Member PIERCE, Sarah V.C.

Council Member RUGGIERO, Lisa A.

Mayor SMITH, Jeffrey M.

Total .....

YEA	NAY

***Introduced by***

WHEREAS there has heretofore been bid in by the City of Watertown at a tax sale a certain lot of land known as 603 Boyd Street, approximately 37' x 66' in size, and also known and designated on the map of the Department of Assessment and Taxation of the City of Watertown, New York as Parcel No. 12-05-217.000, and

WHEREAS title to said land has since been retained by the City of Watertown as acquired at said tax sale, which title was retained by reason of the failure of anyone to redeem the same, and

WHEREAS said real property has never been assigned by the Council for a public use, and

WHEREAS the City Council desires to ensure that properties such as this property be brought into compliance with all applicable provisions of the Uniform Construction Codes, as defined by Watertown City Code Chapter 120, and the Code of the City of Watertown within one (1) year from the date of delivery of the quit claim deed of their sale to subsequent buyers,

NOW THEREFORE BE IT RESOLVED that pursuant to Section 23, Subdivision (b) of the General City Law, Section 247 of the Charter of the City of Watertown as amended by Local Law No. 1, 1985, adopted December 3, 1984, effective January 17, 1985, and the ordinance, Municipal Code, Chapter 16 adopted by the Council on June 6, 1977, that the offer of \$4,200 submitted by Brian and Catherine Miller for the purchase of Parcel No. 12-05-217.000, is a fair and reasonable offer therefore and the same is hereby accepted subject to the conditions which follow, and

**RESOLUTION**

Page 2 of 2

Authorizing Sale of Real Property,  
Known as 603 Boyd Street to  
Brian and Catherine Miller, 609 Boyd Street,  
Watertown, New York 13601

Council Member HICKEY, Patrick J.

Council Member OLNEY III, Clifford G.

Council Member PIERCE, Sarah V.C.

Council Member RUGGIERO, Lisa A.

Mayor SMITH, Jeffrey M.

Total .....

YEA	NAY

BE IT FURTHER RESOLVED that the Mayor, Jeffrey M. Smith be and he hereby is authorized, empowered and directed to execute and deliver a Quit Claim Deed of said real property to Brian and Catherine Miller upon receipt of the above mentioned sum of money in cash only by the City Comptroller, and

BE IT FURTHER RESOLVED that the Quit Claim Deed shall not be issued unless and until all outstanding property taxes owed by the putative purchaser on all parcels owned by said purchaser within the City shall have been satisfactorily paid to the City Comptroller.

BE IT FURTHER RESOLVED that the deed issued by the City contain a provision that if the property sold is not brought into compliance with all applicable provisions of the Uniform Construction Codes, as defined by Watertown City Code Chapter 120, and the Code of the City of Watertown within one (1) year from the date of delivery of the quit claim deed of their sale to subsequent buyers, the City shall have the right to seek and be entitled to receive reversion of title to the premises to the City.

*Seconded by*

Res. No 14

April 11, 2022

To: The Honorable Mayor and City Council

From: James E. Mills, City Comptroller

Subject: Authorizing Public Auction for Sale of City Owned Properties

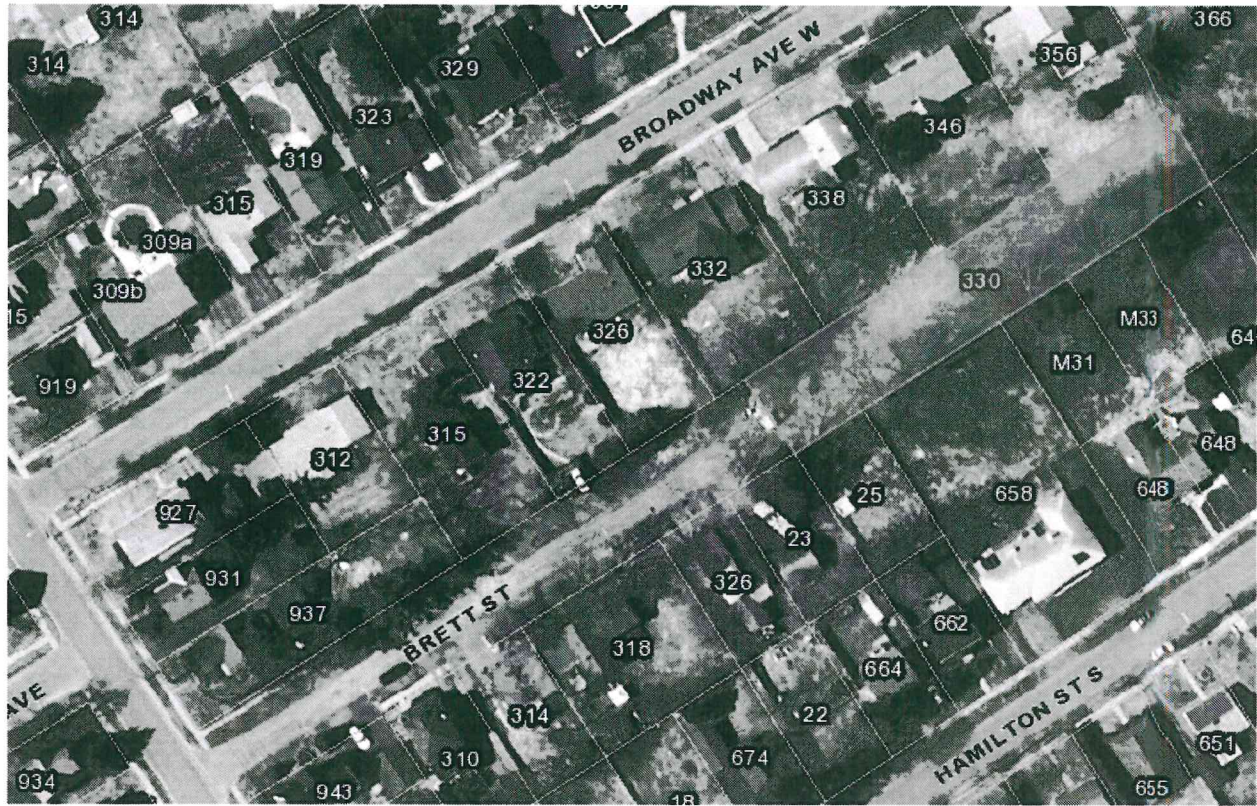
On March 28<sup>th</sup> the City Comptroller's Office held a public auction of City owned properties. Unfortunately, one bidder (Meira Shapiro) declined to follow through on six parcels where she was the high bidder. Other auction participants felt that she caused many of the parcels to go for higher amounts than they should have. Accordingly, City Council rejected bids for any parcel where Ms. Shapiro's bidding activity may have resulted in artificially high prices and decided that they would like to re-auction those parcels in addition to the parcels that Ms. Shapiro declined to follow through with purchasing.

City Council will need to pass a resolution authorizing a new public auction to be held on Tuesday, May 10<sup>th</sup> at 6:00 p.m. as well as establish the minimum bids for each parcel. A public notice of the auction must be published once a week in the Watertown Daily Times for three weeks. Additionally, the resolution bars Ms. Shapiro from participating in this auction.

All bids received at the public auction will then be presented to City Council on May 18<sup>th</sup> as separate resolutions to accept or reject the offers.

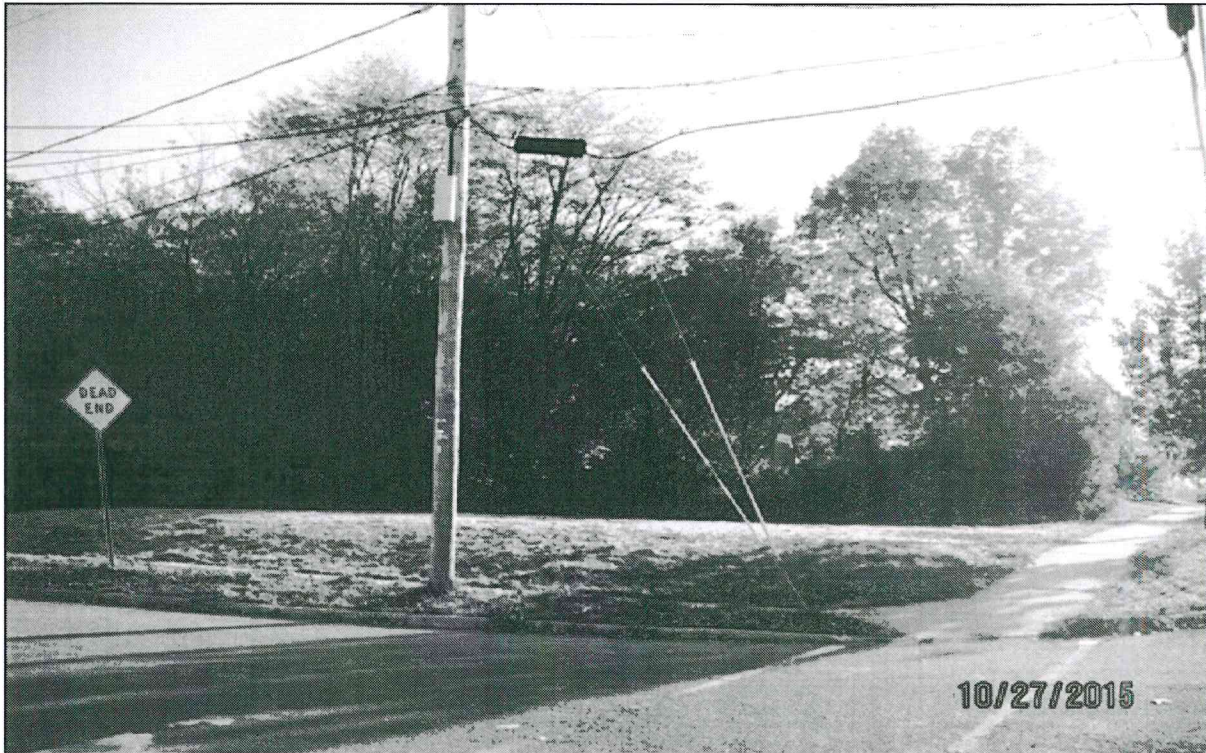


<u>Parcel #</u>	<u>Parcel #</u>	<u>Site Property Class</u>	<u>Lot size</u>	<u>Zoning</u>	<u>Assessed Value</u>	<u>Minimum Bid</u>
330 Brett Street	11-16-128.000	Residential Vacant	50' x 311'	Residential A	\$11,200	\$5,500



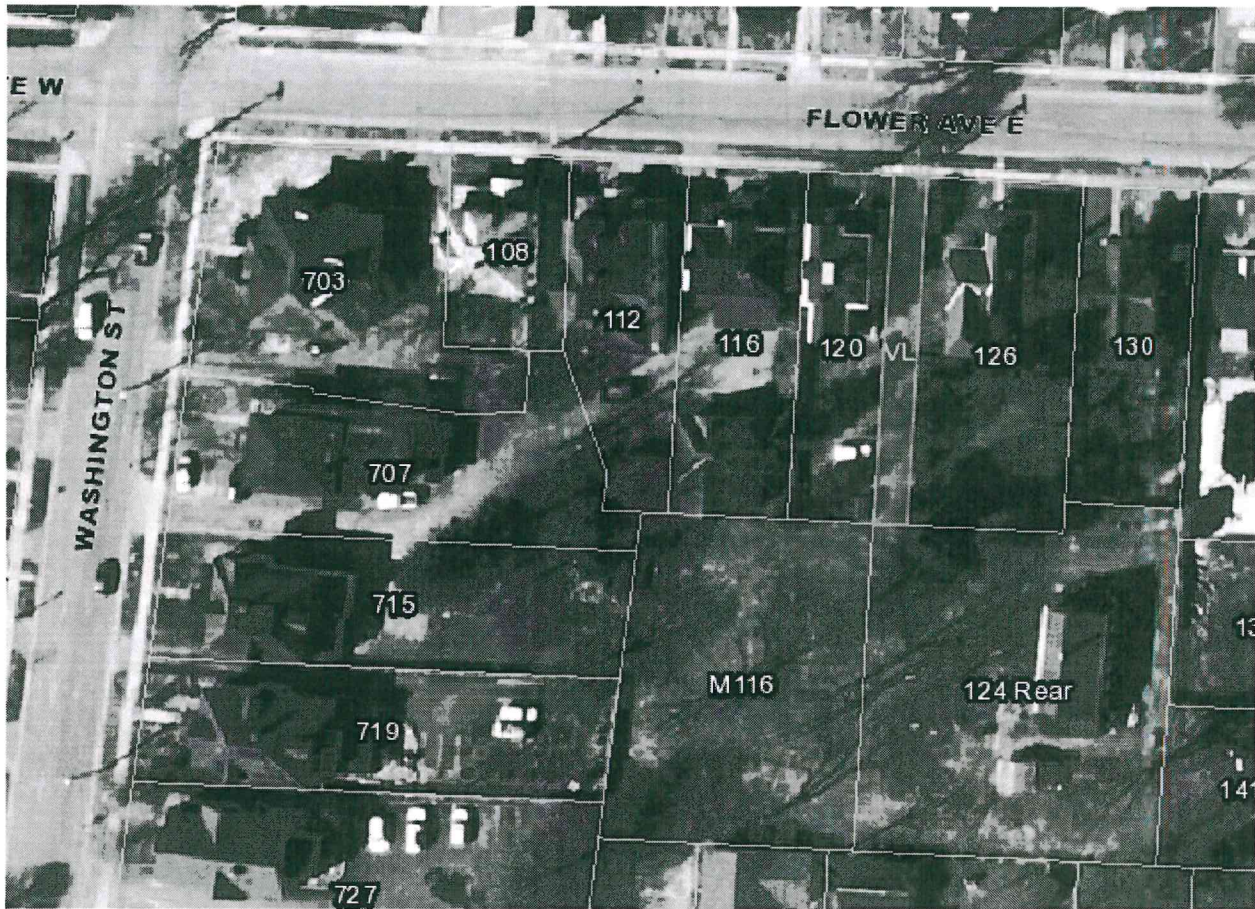


<u>Parcel #</u>	<u>Parcel #</u>	<u>Site Property Class</u>	<u>Lot size</u>	<u>Zoning</u>	<u>Assessed Value</u>	<u>Minimum Bid</u>
330 Coffeen Street	7-07-304.000	Vacant Commercial	61' x 92'	Commercial	\$11,400	\$1,000



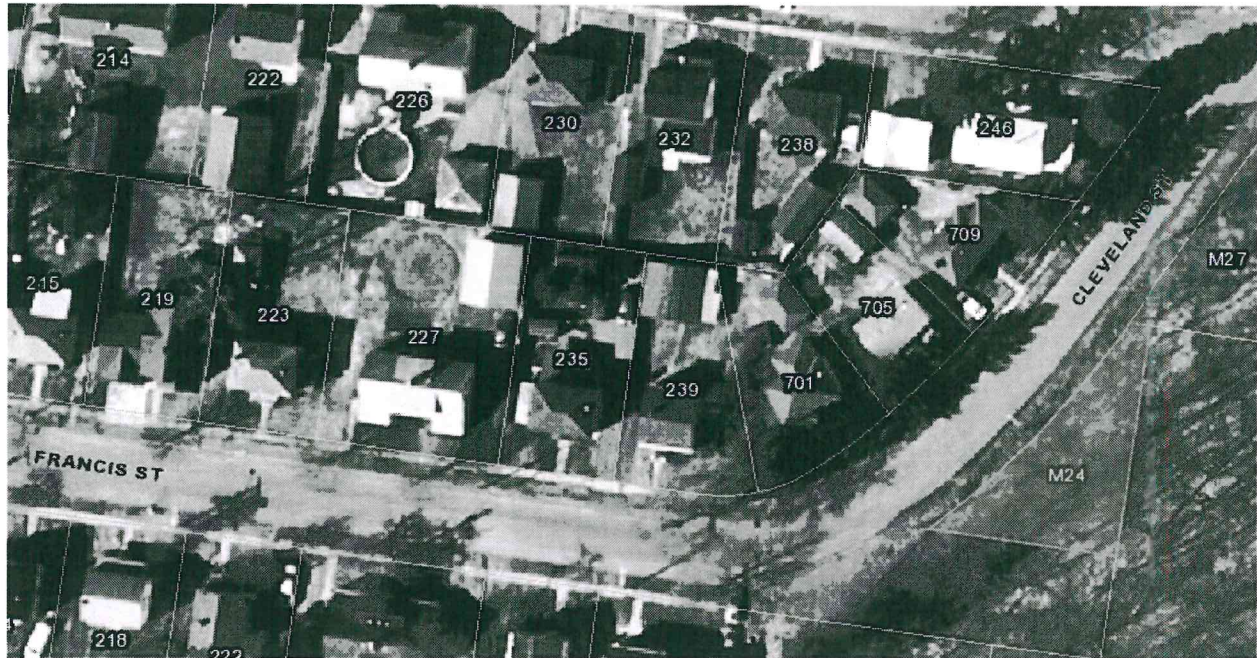


<u>Parcel #</u>	<u>Parcel #</u>	<u>Site Property Class</u>	<u>Lot size</u>	<u>Zoning</u>	<u>Assessed Value</u>	<u>Minimum Bid</u>
VL Flower Avenue East	11-12-130.001	Residential Vacant	14' x 145'	Residential B	\$1,400	\$100





<u>Parcel #</u>	<u>Parcel #</u>	<u>Site Property Class</u>	<u>Lot size</u>	<u>Zoning</u>	<u>Assessed Value</u>	<u>Minimum Bid</u>
M24 Francis Street	3-06-207.000	Residential Vacant	.94 acre	Residential B	\$700	\$100



<u>Parcel #</u>	<u>Parcel #</u>	<u>Site Property Class</u>	<u>Lot size</u>	<u>Zoning</u>	<u>Assessed Value</u>	<u>Minimum Bid</u>
V162 Haven Street	3-12-133.000	Residential Vacant	50' x 160'	Residential A	\$1,750	\$200



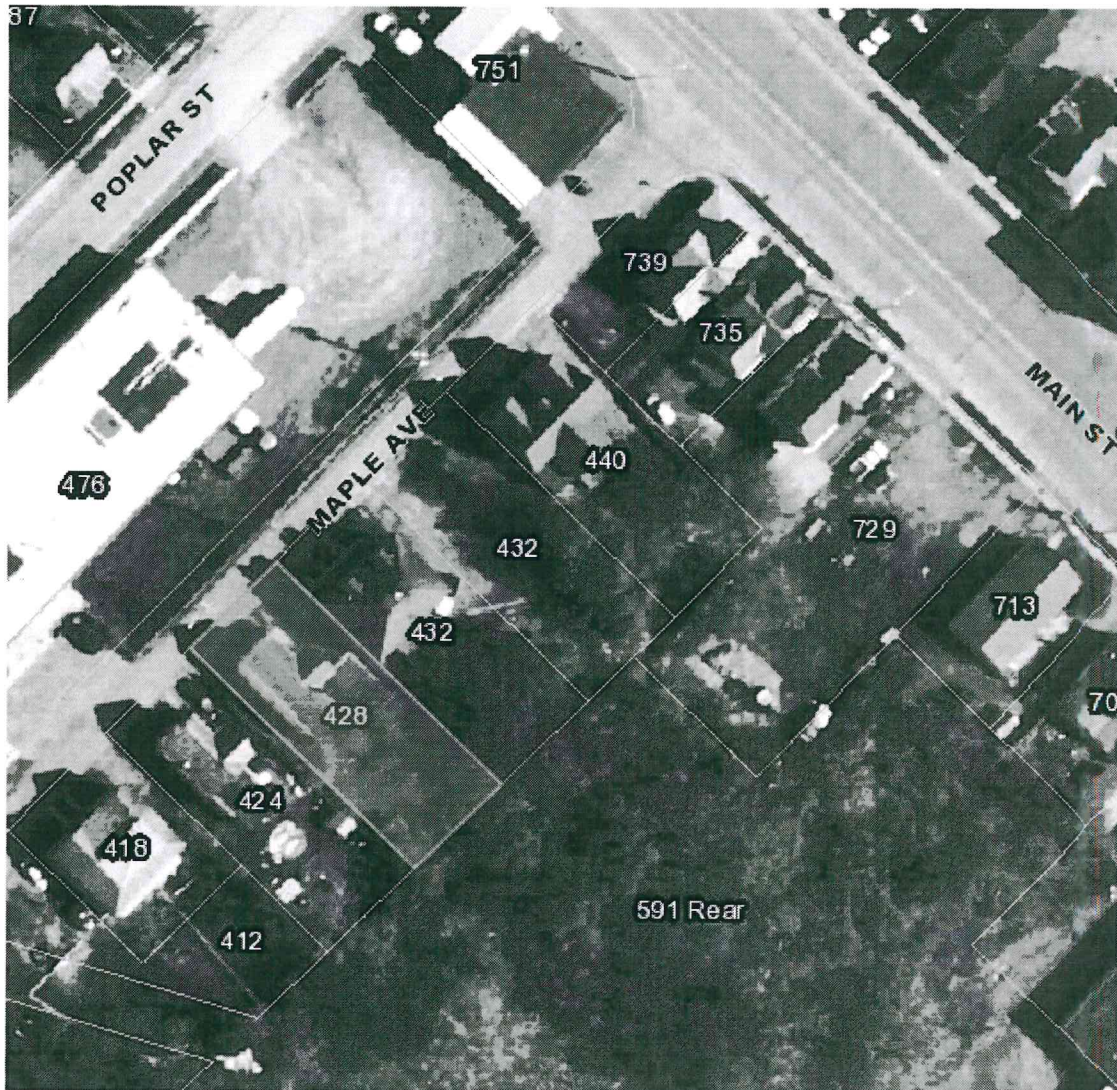


<u>Parcel #</u>	<u>Parcel #</u>	<u>Site Property Class</u>	<u>Lot size</u>	<u>Zoning</u>	<u>Assessed Value</u>	<u>Minimum Bid</u>
512 Jefferson Street	6-04-115.000	Residential Vacant	35' x 95'	Residential C	\$4,500	\$500





<u>Parcel #</u>	<u>Parcel #</u>	<u>Site Property Class</u>	<u>Lot size</u>	<u>Zoning</u>	<u>Assessed Value</u>	<u>Minimum Bid</u>
428 Maple Avenue	1-14-105.000	Residential Vacant	50' x 129'	Neighborhood Business	\$8,100	\$500



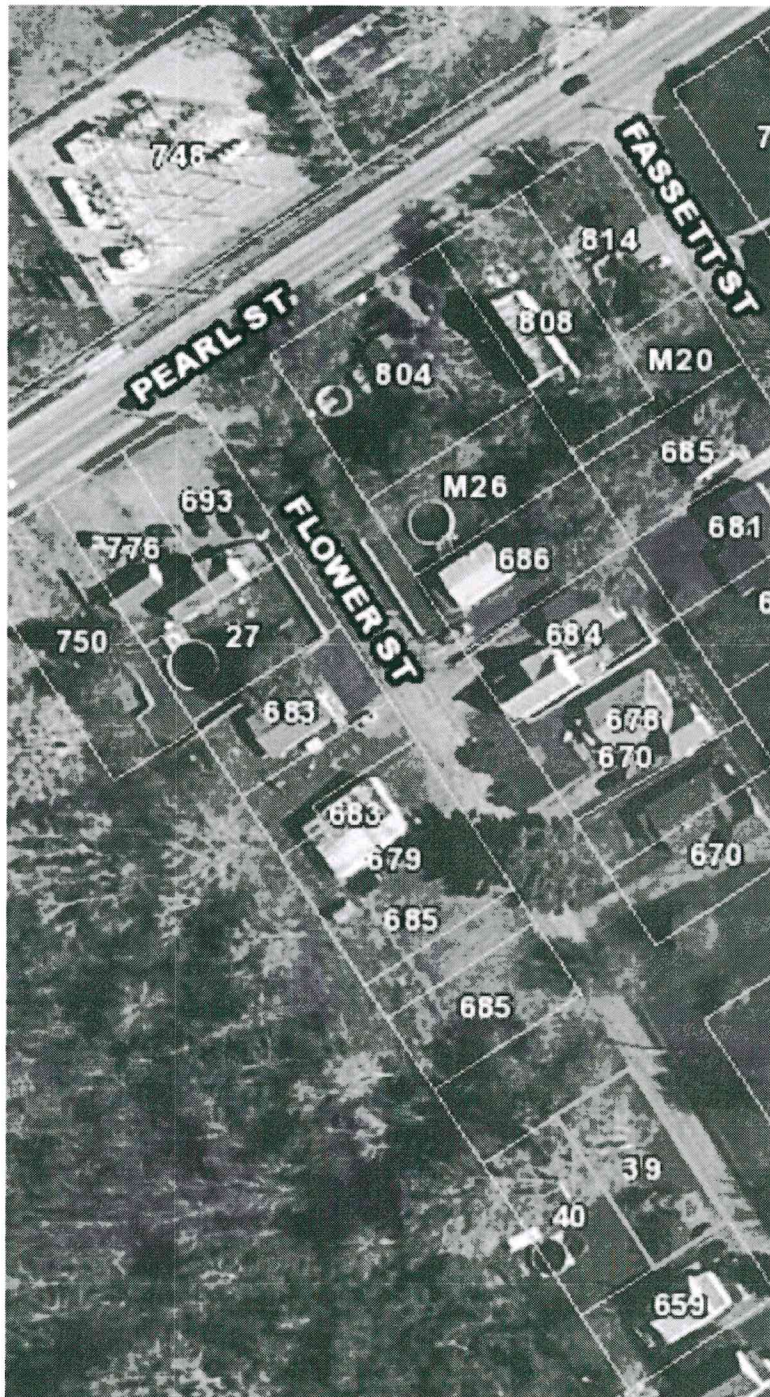


Parcel #	Parcel #	Site Property Class	Lot size	Zoning	Assessed Value	Minimum Bid
659 Olive Street	6-07-206.000	Residential Vacant	50' x 98'	Residential C	\$4,300	\$2,500





<u>Parcel #</u>	<u>Parcel #</u>	<u>Site Property Class</u>	<u>Lot size</u>	<u>Zoning</u>	<u>Assessed Value</u>	<u>Minimum Bid</u>
39 Wise Street	4-19-207.000	Industrial Vacant	50' x 100'	Heavy Industry	\$4,500	\$500





<u>Parcel #</u>	<u>Parcel #</u>	<u>Site Property Class</u>	<u>Lot size</u>	<u>Zoning</u>	<u>Assessed Value</u>	<u>Minimum Bid</u>
40 Wise Street	4-19-206.000	Industrial Vacant	50' x 100'	Heavy Industry	\$1,350	\$100





<u>Parcel #</u>	<u>Parcel #</u>	<u>Site Property Class</u>	<u>Lot size</u>	<u>Zoning</u>	<u>Assessed Value</u>	<u>Minimum Bid</u>
VL-6 Rear Wyoming Avenue	5-11-308.001	Residential Vacant	18' x 50'	Residential C	\$1,200	\$100



**RESOLUTION**

Page 1 of 3

Authorizing Public Auction for Sale  
of City Owned Properties

Council Member HICKEY, Patrick J.

Council Member OLNEY III, Clifford G.

Council Member PIERCE, Sarah V.C.

Council Member RUGGIERO, Lisa A.

Mayor SMITH, Jeffrey M.

Total .....

YEA	NAY

***Introduced by***

WHEREAS the City of Watertown owns certain lots of land acquired at Tax Sale and designated on the map of the Department of Assessment and Taxation of the City of Watertown, New York as follows:

<u>Parcel Number</u>	<u>Address</u>
11-12-128.000	330 Brett Street
07-07-304.000	330 Coffeen Street
11-12-130.001	VL Flower Avenue East
03-06-207.000	M24 Francis Street
03-12-133.000	VL Haven Street
06-04-115.000	512 Jefferson Street
01-14-105.000	428 Maple Avenue
06-07-206.000	659 Olive Street
04-19-207.000	39 Wise Street
04-19-206.000	40 Wise Street
05-11-308.001	VL-6 Rear Wyoming Avenue

And,

WHEREAS title said land has been retained by the City of Watertown, and

WHEREAS the City Council deems the properties to be excess and not required for any City purposes, and

WHEREAS the City Council desires to ensure that properties such as those listed above be brought into compliance with all applicable provisions of the New York State Fire Prevention and Building Code and all City of Watertown zoning and health codes within one (1) year of their sale to subsequent buyers,



**RESOLUTION**

Page 2 of 3

Authorizing Public Auction for Sale  
of City Owned Properties

Council Member HICKEY, Patrick J.

Council Member OLNEY III, Clifford G.

Council Member PIERCE, Sarah V.C.

Council Member RUGGIERO, Lisa A.

Mayor SMITH, Jeffrey M.

Total .....

YEA	NAY

NOW THEREFORE BE IT RESOLVED that pursuant to Section 23, Subdivision (b) of the General City Law, Section 247 of the Charter of the City of Watertown as amended by Local Law No. 1, 1985, adopted December 3, 1984, effective January 17, 1985, and the ordinance, Municipal Code, Chapter 13 adopted by the Council, on June 6, 1977, the Comptroller of the City of Watertown be and he hereby is authorized to publish a Notice of Sale of the parcels of land above mentioned once a week for three (3) consecutive weeks in the official newspaper of the City of Watertown to the effect that said parcels of land will, at 6:00 p.m. on the 10<sup>th</sup> day of May, 2022, in the 3<sup>rd</sup> Floor City Council Chambers in the Municipal Building, 245 Washington Street, be offered individually for sale to the highest bidder and there present, under the conditions herein set forth:

The aforesaid parcels are conveyed, together with all rights and privileges affecting the same, and also together with all buildings, improvements and appurtenances located upon said described parcels, and

BE IT FURTHER RESOLVED that the City Comptroller be and he hereby is authorized to accept bids for said parcels, in an amount not less than the minimum price set below, subject to the rights of the said City Council to reject any and all bids, and

<u>Parcel Number</u>	<u>Address</u>	<u>Minimum Bid</u>
11-12-128.000	330 Brett Street	\$ 5,500
07-07-304.000	330 Coffeen Street	\$ 1,000
11-12-130.001	VL Flower Avenue East	\$ 100
03-06-207.000	M24 Francis Street	\$ 100
03-12-133.000	VL Haven Street	\$ 200
06-04-115.000	512 Jefferson Street	\$ 500
01-14-105.000	428 Maple Avenue	\$ 500
06-07-206.000	659 Olive Street	\$ 2,500
04-19-207.000	39 Wise Street	\$ 500
04-19-206.000	40 Wise Street	\$ 100
05-11-308.001	VL-6 Rear Wyoming Avenue	\$ 100

BE IT FURTHER RESOLVED that the highest bidder deposit at least 10 percent (10%) of the bid price at the same time of each said successful bid with the City Comptroller, and

# RESOLUTION

Page 3 of 3

Authorizing Public Auction for Sale  
of City Owned Properties

Council Member HICKEY, Patrick J.

Council Member OLNEY III, Clifford G.

Council Member PIERCE, Sarah V.C.

Council Member RUGGIERO, Lisa A.

Mayor SMITH, Jeffrey M.

Total .....

YEA	NAY

BE IT FURTHER RESOLVED that said parcels of land shall be then sold to the successful bidder for cash or certified funds only, and

BE IT FURTHER RESOLVED that the Notice of Sale, any offer to purchase, and any deed issued by the City contain a provision that if the property sold is not brought into compliance with all applicable provisions of the State Fire Prevention and Building Code and all City of Watertown zoning and health codes within one (1) year of the City's delivery of the deed to the buyer, the City shall have the right to seek reversion of title to the City, and

BE IT FURTHER RESOLVED that the said bids shall be submitted to the Mayor and City Council for their approval or rejection, and

BE IT FURTHER RESOLVED that the City reserves the right to withdraw any parcel prior to the public sale of said parcels, and

BE IT FURTHER RESOLVED that the City Council bars Meira Shapiro, as well as any of her companies or agents, from participating in this auction.

*Seconded by*



Res No. 15

April 13, 2022

To: The Honorable Mayor and City Council

From: Dale Morrow, Purchasing Manager

Subject: Ductile Iron Pipe Surcharge  
Letter of Recommendation

City Council approved Bid #2022-02 for Ductile Iron Pipe to Ferguson Waterworks in the amount of \$393,957.20 per Resolution No. 4 on January 18, 2022.

Due to global supply issues, all three (3) domestic ductile iron pipe manufacturers that deliver for Ferguson Waterworks have implemented a surcharge for every truckload of pipe shipped. The surcharge works out to \$3,100 per truck load with an estimated 10 truck loads which equates to \$31,000.

I am attaching three letters from Ferguson Waterwork's shipping manufacturers that verify the surcharge claim. If the surcharge is not accepted, we may not receive the pipe.

A resolution has been prepared for City Council consideration that accepts the \$31,000 surcharge. (The surcharge may go up or down at the time of delivery.)



March 21, 2022

To: Customers, Distributors and Stakeholders OF  
AMERICAN Ductile Iron Pipe, American SpiralWeld Pipe & American Flow Control

Subject: **Impacts of Global Supply Constrictions on Product Availability and Cost**

For several weeks now, the world has both observed and been affected by the conflict between Russia and Ukraine. The global economy has struggled to adjust to the impacts of the conflict, and the already stretched global supply chain has now been further limited due to constrictions on supply from those countries. As a result of this supply shortage, many of the raw materials necessary for the production of our products have already experienced critically lengthened lead times and extreme cost volatility. Additionally, costs to transport our products to market have been impacted by rising fuel prices, equipment shortages, and limited workforce. The unusual nature of this current economy has made it very difficult to predict how the flow of products to market and production costs will fluctuate.

Like many manufacturers who rely on raw materials which have been impacted by global shortages, AMERICAN has been forced to update our supply structure. Customers can expect further lengthening lead times and price volatility. For our ADIP/ASWP products, base pricing can be provided at bid time, and we will provide a bid-time volatility adder or escalator (as listed by various market indexes). Final, confirmed pricing will be provided at time of shipment. As for our AFC products, we have recently updated our pricing, but further pricing updates may be necessary as supply volatility continues to impact our ability to manufacture our products and get them to market. We will work to minimize the impacts of this market unpredictability, but we have no choice other than to adapt to these historic market circumstances. No longer can there be any long-term guarantees of price or availability.

As AMERICAN (and many other companies) adjusts to these new market realities, we recommend that you consider including provisions within your bid and contract process to allow for supply and cost volatility. This will reduce the unexpected impacts of supply extensions and cost increases. Our personnel are available to discuss strategies to minimize the impacts of this volatility.

While there is no perfect solution for these volatile market conditions, our new supply structure is intended to help our customers and partners to plan for and adapt to current and future market impacts. As always, we at AMERICAN appreciate your support, and we thank you for your business.

Sincerely,

**W.D. "Skip" Benton**  
VP, Sales – ADIP & ASWP

**John E. Hagelskamp**  
VP, Sales – AFC



IRON STRONG

2266 South 6<sup>th</sup> Street  
Coshocton, OH 43812  
o 800-800-6013  
mcwaneductile.com

March 11<sup>th</sup>, 2022

To: McWane Ductile Customers

Re: Scrap Surcharge

The Russian-Ukraine conflict has caused a severe shortage of pig iron in the international market (as both countries are two of the world's top producers). While McWane Ductile does not use pig iron, consumers of pig iron have downcycled to raw materials such as busheling and auto shred, resulting in an immediate and intense demand for all grades of US scrap, which in turn has driven up scrap prices by \$150/ton and more this month alone. We expect this cost escalation to continue until the conflict resolves. In light of the detrimental impacts from these unexpected events, it is necessary to implement a \$150/ton scrap surcharge to all shipments effective 03/14/2022, which will be added as a separate line item on your invoice. Additional points:

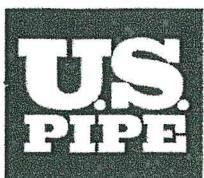
- This surcharge is temporary, and we will rescind it when scrap prices return to February 2022 levels.
- We will adjust the surcharge monthly, based on changes in the Busheling Index published monthly in Fastmarkets.com.
- The surcharge we're announcing today will apply to all shipments from 3/14/2022 until 4/10/2022. Fastmarkets publishes the settled scrap price on the 10<sup>th</sup> of each month, therefore any April surcharge will apply to all shipments from 4/11/2022 to 5/10/2022.
- Because of unprecedented demand for our products along with supply chain constraints, we cannot guarantee lead times, delivery schedules, or availability.
- You may choose to not pay the surcharge and delay your scheduled shipments until such time as scrap prices have returned to lower levels. Once again, however, lead times, delivery schedule and availability are not guaranteed.

Thank you in advance for your support. Please contact your McWane Ductile Sales Representative with any questions.

Best regards,

Mike Dodge  
Vice President of Sales & Marketing





A Forterra Company

March 14, 2022

To: Valued Distribution Partners and Customers  
Re: Scrap Surcharge

As you are aware, the Russia-Ukraine conflict has resulted in additional disruptions to an already stretched supply chain. This conflict has impacted multiple inputs to our manufacturing process, the biggest of which is our scrap metal costs. Given the current situation, demand for steel and iron to be supplied by other countries is quickly growing. Those manufacturers are looking to buy more scrap, the same scrap we buy for daily operations. As a result, scrap costs are rising very quickly. The restrictions on pig iron coming from Russia and Ukraine further exacerbates the demand for scrap.

Effective April 1, 2022, all product shipping from our facilities will incur a scrap surcharge to cover these increased scrap costs. While we hope this is a short-lived market condition, we have to prepare for the likely reality that this persists until the conflict has come to resolution, global sanctions on that region of the world are lifted, or some other market mechanism helps compensate for the increase in demand.

That surcharge will be based on the national increase in shredded scrap pricing as tracked by Fastmarkets (<https://www.fastmarkets.com>). The prior month average is released on the first business day of the month (i.e., the increase for March will be confirmed on April 1<sup>st</sup>). It will be communicated on the second of the month and made effective the fifth day of the month. The shredded scrap index is highly correlated to the busheling index which was up \$175/ton between February and March. Because of the even higher demand for busheling, we expect the shredded index to be up, but not more than busheling. Based on what we know as of this time, a good planning number should be between \$125-175/ton. All surcharges will be noted as a separate line item on your invoice.

As you know, our typical approach is to absorb increases and movements in raw materials pricing both small and large; however, the movement over the last two weeks is historically unprecedented. We believe a surcharge is the most effective mechanism for an adjustment because we intend for this to be temporary. When scrap pricing returns to February 2022 levels, we will pull back the surcharge. Should the conflict last longer and scrap prices remain higher for an extended period of time, we may consider converting the surcharge to a more permanent price increase, but it would be premature to determine that now.

Also note, we will continue to strictly enforce our terms and conditions. If you wish to cancel your order for Made to Stock (MTS) material in lieu of paying a surcharge, you may do so with no cancellation fees. Cancellation fees still apply to Made to Order (MTO) materials.

We regret having to take these actions; however, the metals markets have been greatly impacted by the situation abroad. We appreciate your support and patience while we all navigate these uncertain times.

Best Regards,

A handwritten signature in dark ink, appearing to read "Vik Bhatia", written over a light blue horizontal line.

Vik Bhatia  
President  
214-693-1578

A handwritten signature in dark ink, appearing to read "Howard Smith", written over a light blue horizontal line.

Howard Smith  
Sr. Vice President of Marketing & Sales  
919-757-5411

RESOLUTION

Page 1 of 1

Accepting Surcharge for  
Ductile Iron Pipe,  
Ferguson Waterworks

Council Member HICKEY, Patrick J.  
Council Member OLNEY III, Clifford G.  
Council Member PIERCE, Sarah V.C.  
Council Member RUGGIERO, Lisa A.  
Mayor SMITH, Jeffrey M.  
Total.....

YEA	NAY

Introduced by

\_\_\_\_\_

WHEREAS the City Council approved Bid #2022-02 for Ductile Iron Pipe to Ferguson Waterworks in the amount of \$393,957.20 per Resolution No. 4 on January 18, 2022, and

WHEREAS, due to global supply issues, all three (3) domestic ductile iron pipe manufacturers that deliver for Ferguson Waterworks have implemented a surcharge for every truckload of pipe shipped. The surcharge works out to \$3,100 per truck load with an estimated 10 truck loads which equates to \$31,000, and

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown accepts Ferguson Waterworks surcharge in the amount of \$31,000, with the understanding that the dollar amount will fluctuate.

Seconded by

Res No. 16

April 13, 2022

To: The Honorable Mayor and City Council  
From: Kenneth A. Mix, City Manager  
Subject: Proposing a Chain of Command City Manager Directive Policy

Council Member Clifford Olney requested that this resolution be placed on the agenda.



RESOLUTION

Page 1 of 1

Proposing a Chain of Command City Manager Directive Policy

Council Member HICKEY, Patrick J.  
Council Member OLNEY III, Clifford G.  
Council Member PIERCE, Sarah V.C.  
Council Member RUGGIERO, Lisa A.  
Mayor SMITH, Jeffrey M.  
Total .....

YEA	NAY

Introduced by

WHEREAS the City of Watertown has a City Charter that states we are a Strong City Manager Form of Government. This means that all directives to City Department heads emanate directly from the City Manager, and

NOW THEREFORE BE IT RESOLVED the City Manager will receive all his “directives” from a majority vote from the Members of City Council, and

BE IT FURTHER RESOLVED no single City Council Member or the Mayor shall issue a “directive” to the City Manager or to any City Department Head for any reason without the authorization from a majority City Council vote which directs the City Manager to act.

BE IT FURTHER RESOLVED it is therefore proposed that this City Council adopt a “Chain of Command City Manager Directive policy” that reads:

Every employee of the City of Watertown will take their “directives” only through their established chain of command and Watertown’s City Manager.

If any City Department Head or Employee receives a “directive” from any Member of City Council, including the Mayor, the Employee shall inform the Council Member or Mayor that all “directives” must come through the chain of command or from the City Manager; with no fear of insubordination or reprisal.

The City Manager will act on “directives” **only after a majority vote** from City Council. No “non-majority directive” to the city manager shall be given or acted upon by the City Manager.

Requests for information and/ or an analysis of a city project are excluded from the need for a majority vote from Council.

Seconded by

Res No. 17

April 13, 2022

To: The Honorable Mayor and City Council

From: Kenneth A. Mix, City Manager

Subject: Directing City Manager to Allow People in City Hall Without an Appointment

Council Member Clifford Olney requested that this resolution be placed on the agenda.

April 18, 2022

## RESOLUTION

Page 1 of 1

Directing City Manager to Allow People in  
City Hall Without an Appointment

Council Member HICKEY, Patrick J.

Council Member OLNEY III, Clifford G.

Council Member PIERCE, Sarah V.C.

Council Member RUGGIERO, Lisa A.

Mayor SMITH, Jeffrey M.

Total .....

YEA	NAY

***Introduced by***

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NOW THEREFORE BE IT RESOLVED that the City Manager is hereby directed to allow people to enter City Hall without the need for an appointment.

**Seconded by**



Res No. 18

April 13, 2022

To: The Honorable Mayor and City Council  
From: Kenneth A. Mix, City Manager  
Subject: Proposing an Open Door Employee Policy

Council Member Clifford Olney requested that this resolution be placed on the agenda.

**RESOLUTION**

Page 1 of 2

Proposing an Open Door Employee Policy

Council Member HICKEY, Patrick J.

Council Member OLNEY III, Clifford G.

Council Member PIERCE, Sarah V.C.

Council Member RUGGIERO, Lisa A.

Mayor SMITH, Jeffrey M.

Total .....

YEA	NAY

***Introduced by***


---

WHEREAS all Employees of the City of Watertown are a vital resource and are entitled to due process with regard to their employment or in all other matters. It is understood that in most departments there are processes in place to deal with employee concerns, and

WHEREAS in most cases, the chain of command needs to be respected so that employee concerns can be dealt with in a manner that allows a progression of the matter up the chain of command when feasible, and

WHEREAS according to the current “unwritten policy”, employees are not allowed to bring their concerns directly to the Mayor or another Member of City Council. In fact, taking such an action can be construed as an act of insubordination and result in discipline up to and including the employees discharge, and

WHEREAS in the interest of fairness and as a means to improve employee relations, it is the intent of this City Council to establish an “**open-door employee policy**” for city employees,

NOW THEREFORE BE IT RESOLVED it is proposed that this Council adopt an “**open door employee policy**” that reads:

Every employee of the City of Watertown is entitled to fair treatment and due process. When employee issues arise, employees are encouraged to utilize their rights and processes that were afforded under a collective bargaining agreement and rules within the Employee Handbook. As is the case, employees should first bring their concerns to their immediate supervisor, and they should follow the chain of command up to and including the City Manager.

In those cases, where the issue involves an individual along their chain of command, the employee may choose to escalate their issue to the next person

**RESOLUTION**

Page 2 of 2

Proposing an Open Door Employee Policy

Council Member HICKEY, Patrick J.

Council Member OLNEY III, Clifford G.

Council Member PIERCE, Sarah V.C.

Council Member RUGGIERO, Lisa A.

Mayor SMITH, Jeffrey M.

Total .....

YEA	NAY

along the chain of command without fear of that action being deemed “Insubordinate”.

No city employee shall be disciplined, retaliated against or discharged for bringing an issue to light nor shall they be retaliated against for such actions or for reaching out to any Member of City Council.

In all cases where the employee has attempted to resolve the issue through the normal recourses and the issue has not been resolved adequately, according to the employee, the employee may bring the issue to any Member of the City Council without fear of retaliation. **Any City Employee may now initiate a conversation with any City Council Member for any reason.**

Once an issue has been brought forward to a Council Member, the City Council Member will seek to resolve the issue in concert with other Members of City Council and the City Manager.

**When any City Department Head or Employee has been contacted by any Member of City Council, they will accept the call or return the call as soon possible.** If the Employee is on sick leave or vacation, the Employee will contact the City Council Member within 2 business days; once they have returned to work. Employees will also cooperate in all City Council Members’ inquiries and be truthful in their responses.

**Seconded by**



## Tabled Resolution

April 12, 2022

To: The Honorable Mayor and City Council

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

Subject: Finding that Changing the Approved Zoning Classification of 108 Flower Avenue East from Residence B to Neighborhood Business and that Developing a Gas Station and Convenience Store on 703, 707 and 715 Washington Street and 108 Flower Avenue East Will Not Have a Significant Impact on the Environment

The City Council tabled the attached SEQR Resolution at its April 4, 2022 meeting. Physical copies of the supporting materials that will assist the Council in completing Part 2 of the SEQR Short Environmental Assessment Form (EAF) were previously sent as part of the last two City Council Agenda packages. They are also available as part of the online agenda for the April 18, 2022 Council meeting. For the Council's convenience, a new Part 2 is attached.

At its October 5, 2021 meeting, the City Planning Board adopted a motion recommending that the City Council change the approved zoning classification of 108 Flower Avenue East, Parcel Number 11-12-127.000 from Residence B to Neighborhood Business. The City Council previously held a public hearing on the request on Monday, March 21, 2022.

As the Council will note in the description of the proposed action in Part 1 of the attached Short EAF, the applicant also proposes to develop a gas station and convenience store. The proposed development would require a Special Use Permit (for the gas station component) and Site Plan Approval, both of which would also necessitate a SEQRA review.

In order to avoid segmenting the SEQRA review, the Council must consider the zone change along with other planned nearby or interrelated projects. Proposals or parts of proposals that are related to each other closely enough to be, in effect, a single course of action must be evaluated as one whole action. The Council should therefore consider all the potential environmental impacts of the gas station and convenience store when conducting the environmental review.

Staff has identified the New York State Department of Environmental Conservation (DEC) as an Involved Agency as that term is defined in 6 CRR-NY 617.2 (t) and initiated a Coordinated review with the DEC. On March 14, 2022, the DEC sent communication to the Planning Department stating that the DEC has no objection to the City Council acting as lead agency. The communication also included several technical observations that will assist the Council in conducting its own environmental review.

The City Council must complete Part 2, and Part 3 if necessary, of the Short Environmental Assessment Form (EAF) and adopt the attached resolution before it may vote on the Zone Change Ordinance. The resolution states that the proposed zone change and development of the proposed gas station and convenience store will not have a significant impact on the environment.

The Council should use several attached documents to aid it in completing Part 2 of the Short EAF. These resources include:

- Materials that Stewart's Shops Corporation submitted with their original Zone Change Application dated September 16, 2021, including:
  - Part 1 of the Short EAF
  - Planning Staff's September 30, 2021 memorandum to the Planning Board
  - Conceptual site plan and elevation drawings
  - PowerPoint Presentation
- Materials that the applicant submitted to the City, dated February 28, 2022, following the public meeting held two weeks prior at the Best Western, including:
  - Trip Generation Analysis
  - Real Estate Analysis
  - Truck Routing Plan
- Letter from the applicant to Maryellen Blevins, dated September 30, 2021, which the applicant shared with Council Members via email on October 6, 2021.
- Correspondence from the New York State DEC

Project:

Date:

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

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

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

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



Project:

Date:

### ***Short Environmental Assessment Form***

#### ***Part 3 Determination of Significance***

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

- ☐ Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action may result in one or more potentially large or significant adverse impacts and an environmental impact statement is required.
- ☐ Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action will not result in any significant adverse environmental impacts.

---

 Name of Lead Agency

---

 Date

---

 Print or Type Name of Responsible Officer in Lead Agency

---

 Title of Responsible Officer

---

 Signature of Responsible Officer in Lead Agency

---

 Signature of Preparer (if different from Responsible Officer)

**PRINT FORM**

# Short Environmental Assessment Form

## Part 1 - Project Information

### Instructions for Completing

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

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

<b>Part 1 – Project and Sponsor Information</b>			
Stewart's Shops Corp.			
Name of Action or Project: Stewart's Shops Relocation - Washington St			
Project Location (describe, and attach a location map): 703-715 Washington St AND 108 E. Flower			
Brief Description of Proposed Action:  Upon successfully rezoning 108 East Flowe Avenue, Stewart's proposes the demolition of 108 E. Flower for the construction of a new Stewart's Shops convenience store with self-serve gasoline filling. The propose store would be 3,975 square feet and the gasoline canopy will have three gasoline pumps for six fueling positions. This action is permitted under the Neighborhood Business zoning with a special use permit issued by the City Council.			
Name of Applicant or Sponsor:  Stewart's Shops Corp. (Charles Marshall contact)		Telephone: (518) 581-1201 ext 4435  E-Mail: cmarshall@stewartssshops.com	
Address:  P.O. Box 435			
City/PO: Saratoga Springs		State: NY	Zip Code: 12866
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.			NO  <input checked="" type="checkbox"/>
2. Does the proposed action require a permit, approval or funding from any other government Agency? If Yes, list agency(s) name and permit or approval:			YES  <input type="checkbox"/>
3. a. Total acreage of the site of the proposed action? _____ 0.86 acres b. Total acreage to be physically disturbed? _____ 0.86 acres c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? _____ 0.86 acres			NO  <input checked="" type="checkbox"/>
4. Check all land uses that occur on, are adjoining or near the proposed action:			
5. <input checked="" type="checkbox"/> Urban <input type="checkbox"/> Rural (non-agriculture) <input type="checkbox"/> Industrial <input checked="" type="checkbox"/> Commercial <input type="checkbox"/> Residential (suburban) <input type="checkbox"/> Forest <input type="checkbox"/> Agriculture <input type="checkbox"/> Aquatic <input checked="" type="checkbox"/> Other(Specify): Institutional (hospital) <input type="checkbox"/> Parkland			

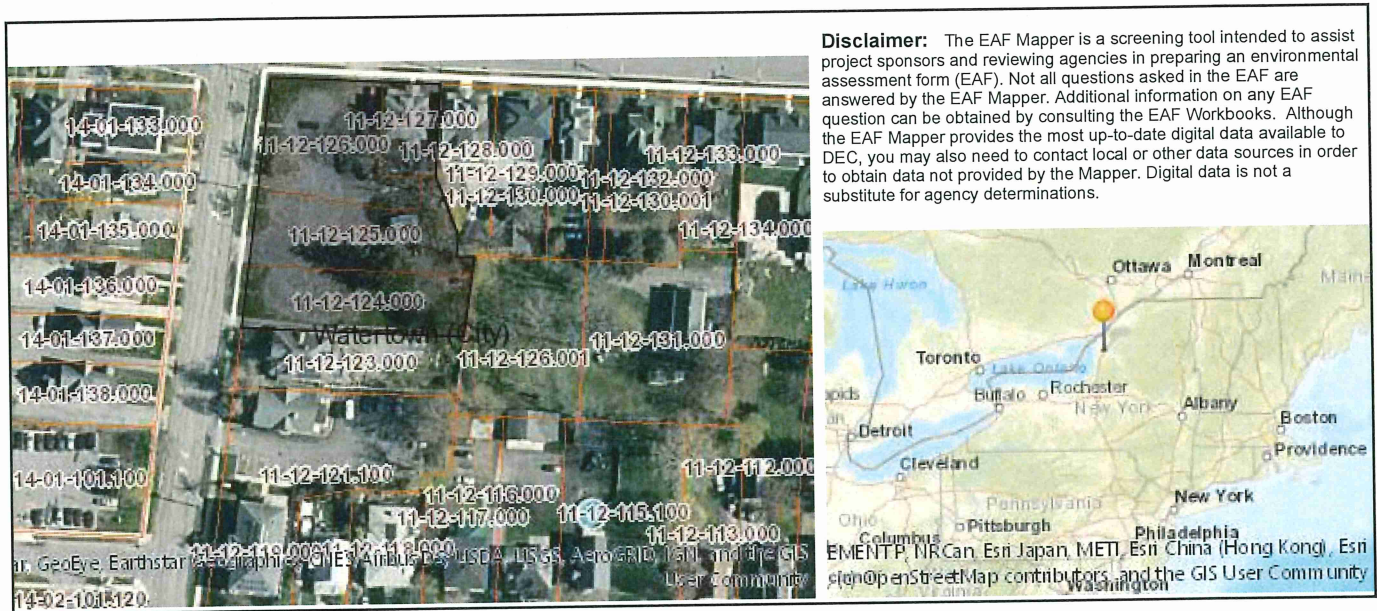
5. Is the proposed action,	NO	YES	N/A
a. A permitted use under the zoning regulations?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Consistent with the adopted comprehensive plan?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?	NO	YES	
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area?	NO	YES	
If Yes, identify: _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
8. a. Will the proposed action result in a substantial increase in traffic above present levels?	NO	YES	
b. Are public transportation services available at or near the site of the proposed action?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
c. Are any pedestrian accommodations or bicycle routes available on or near the site of the proposed action?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
9. Does the proposed action meet or exceed the state energy code requirements?	NO	YES	
If the proposed action will exceed requirements, describe design features and technologies:			
Meets but does not exceed.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
10. Will the proposed action connect to an existing public/private water supply?	NO	YES	
If No, describe method for providing potable water: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
11. Will the proposed action connect to existing wastewater utilities?	NO	YES	
If No, describe method for providing wastewater treatment: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
12. a. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places?	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
b. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency?	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody?	<input type="checkbox"/>	<input type="checkbox"/>	
If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: _____			
_____			
_____			



14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply: <input type="checkbox"/> Shoreline <input type="checkbox"/> Forest <input type="checkbox"/> Agricultural/grasslands <input type="checkbox"/> Early mid-successional <input type="checkbox"/> Wetland <input checked="" type="checkbox"/> Urban <input type="checkbox"/> Suburban		
15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered? Northern Long-eared Bat	NO	YES
	<input type="checkbox"/>	<input checked="" type="checkbox"/>
16. Is the project site located in the 100-year flood plan?	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
17. Will the proposed action create storm water discharge, either from point or non-point sources? If Yes,	NO	YES
a. Will storm water discharges flow to adjacent properties?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
If Yes, briefly describe: _____ _____		
18. Does the proposed action include construction or other activities that would result in the impoundment of water or other liquids (e.g., retention pond, waste lagoon, dam)? If Yes, explain the purpose and size of the impoundment: _____ _____	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility? If Yes, describe: _____ _____	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste? If Yes, describe: _____ _____	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<b>I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE</b>  Applicant/sponsor/name: <u>Charles Marshall - Stuart's Shops</u> Date: <u>9/17/21</u> Signature: <u>Chen gMall</u> Title: <u>Real Estate Rep</u>		

# EAF Mapper Summary Report

Sunday, September 12, 2021 7:24 PM



Part 1 / Question 7 [Critical Environmental Area]	No
Part 1 / Question 12a [National or State Register of Historic Places or State Eligible Sites]	No
Part 1 / Question 12b [Archeological Sites]	No
Part 1 / Question 13a [Wetlands or Other Regulated Waterbodies]	No
Part 1 / Question 15 [Threatened or Endangered Animal]	Yes
Part 1 / Question 15 [Threatened or Endangered Animal - Name]	Northern Long-eared Bat
Part 1 / Question 16 [100 Year Flood Plain]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
Part 1 / Question 20 [Remediation Site]	No

Project:

Date:

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

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

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

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



Project:

Date:

## ***Short Environmental Assessment Form***

### ***Part 3 Determination of Significance***

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

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

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

---

Name of Lead Agency

---

Date

---

Print or Type Name of Responsible Officer in Lead Agency

---

Title of Responsible Officer

---

Signature of Responsible Officer in Lead Agency

---

Signature of Preparer (if different from Responsible Officer)



# MEMORANDUM

CITY OF WATERTOWN, NEW YORK  
PLANNING AND COMMUNITY DEVELOPMENT DEPARTMENT  
245 WASHINGTON STREET, ROOM 305, WATERTOWN, NY 13601  
PHONE: 315-785-7741 – FAX: 315-785-7829

TO: Planning Board Members

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

SUBJECT: Zone Change – 108 Flower Avenue East

DATE: September 30, 2021

---

**Request:** To Change the Approved Zoning Classification of 108 Flower Avenue East, Parcel Number 11-12-127.000, from Residence B to Neighborhood Business

**Applicant:** Stewart's Shops Corporation

**Owner(s):** Hedy M. Cirrincione

**SEQRA:** Unlisted

**County review:** No

---

**Comments:** The applicant seeks to rezone the subject parcel from Residence B to Neighborhood Business to facilitate the development of a gas station/convenience store use at the southeast corner of the Washington Street/Flower Avenue intersection that would stretch across the subject parcel and three neighboring parcels at 703, 707 and 715 Washington Street. The three parcels on Washington Street are presently zoned Neighborhood Business which allows convenience stores by right and gas stations with a Special Use Permit. The preliminary plans for the development, which are attached as part of the application, depict an entrance drive and part of the parking lot on the land that is presently 108 Flower Avenue East. Residence B districts do not allow retail uses, gas stations or commercial parking.

**Existing Conditions:** Presently, the entire 100 block of Flower Avenue East is zoned Residence B, except for the corner parcels at 629 and 703 Washington Street, which are zoned Limited Business and Neighborhood Business, respectively. The other three parcels involved in the proposed gas station/convenience store development, which all front on Washington Street, are already zoned Neighborhood Business.

There is presently an aging single-family dwelling on the subject parcel that the applicant proposes to demolish. The 703, 707 and 715 Washington Street parcels are undeveloped land. The existing land uses on the other three corners of the Washington Street/Flower Avenue intersection are as follows:

NE Corner: Samaritan Rheumatology and Plastic Surgery (professional building).

NW Corner: Surface parking lot that is screened by trees and serves an adjacent professional building with various medical offices.

SW Corner: Two-family dwelling.

**Future Plans:** As mentioned above, the applicant proposes to develop a gas station/convenience store across four parcels on the southeast corner of the Washington Street/Flower Avenue intersection, including the subject parcel. Since the subject parcel is presently zoned Residence B, the applicant is requesting the Zone Change so that the proposed future use would be legal.

This proposed development would also require Site Plan Approval and a Special Use Permit, as Neighborhood Business Districts allow gas stations only with a Special Use Permit.

**Zoning and the Comprehensive Plan:** The City's adopted Comprehensive Plan recommends the future land use character of this intersection as Urban Mixed Use/Downtown Transition.

The plan envisions these areas as follows:

*"The Urban Mixed-Use areas are historic areas generally located between the Central Business District (CBD) and residential neighborhoods where land use transitions from intense urban business to lesser intense residential and compatible non-residential uses. These transitional areas begin to have obvious changes in building types, architectural styles, lot sizes, and pedestrian activity. Buildings are generally lower in height and parking may be onsite, preferably behind or at the side of the building to avoid a suburban look. Buildings are designed to be visually appealing with shorter setbacks to address the sidewalk and help reinforce a positive pedestrian experience."*

The segment of Washington Street stretching from Mullin St./Academy St. to Woodruff St./Park Ave. is one of four Urban Mixed-Use areas that surround Downtown on the Future Land Use Map in the Comprehensive Plan. The plan envisions these as transitional areas per the above definition.

Whether specific elements of the conceptual site plan are consistent with the description above is something that the Planning Board will consider as part of site plan review and is not immediately relevant to the Zone Change. Per the above definition and the Future Land Use Map, the proposed rezoning of 108 Flower Avenue East is in harmony with the Comprehensive Plan.

**SEQR:** The applicant has submitted a State Environmental Quality Review (SEQR) Short Environmental Assessment Form (EAF) as part of the application for the Zone Change. The City Council, as the lead agency, will complete Part 2 of the EAF and make a determination of significance. The City Council will need to consider the Zone Change, Special Use Permit and Site Plan as a single "whole action" to avoid segmenting the review.

cc: City Council Members

















Michael Delaney, City Engineer

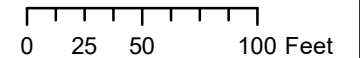
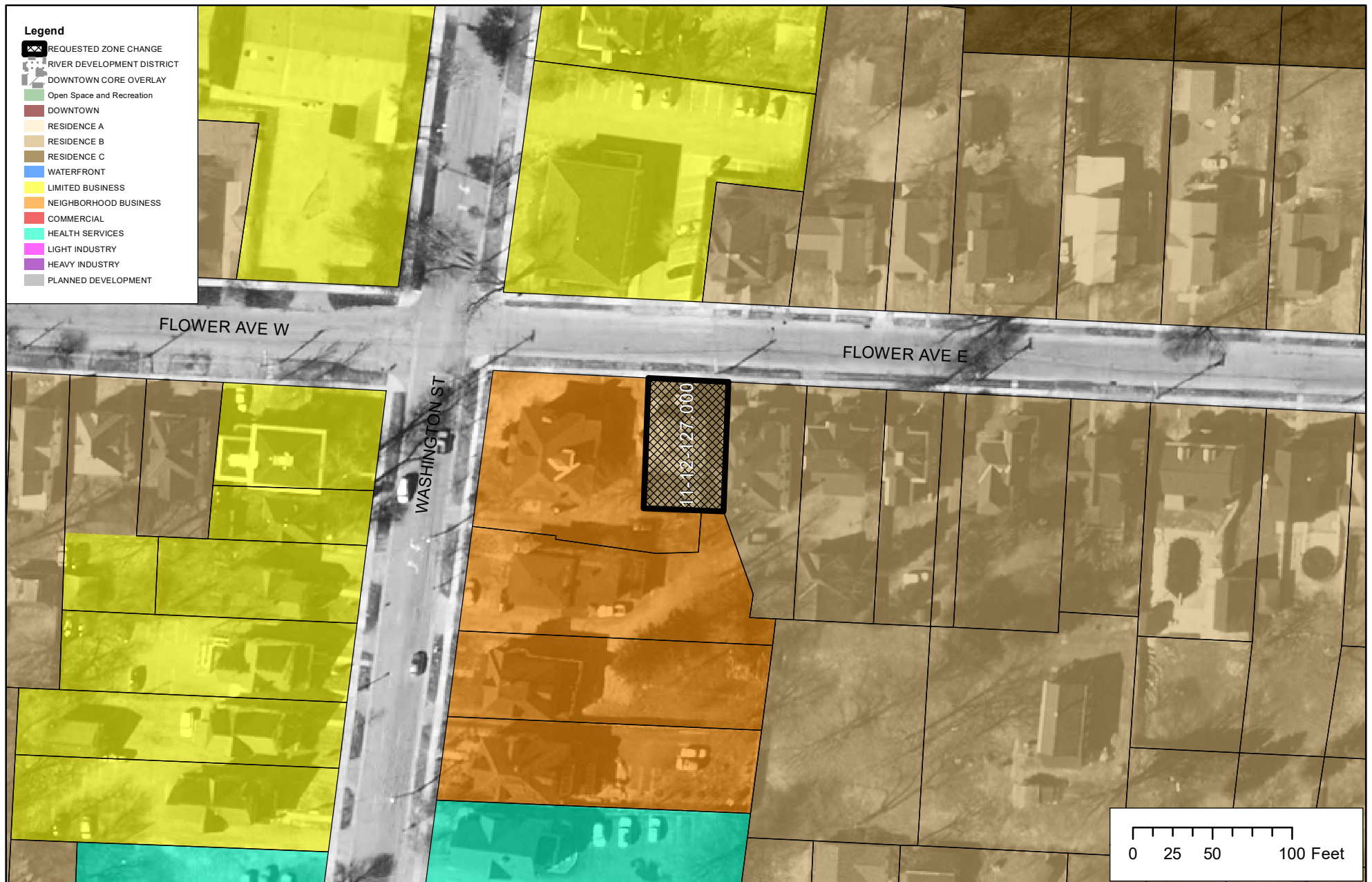
Charles Marshall, Stewart's Shops Corp., P.O. Box 435, Saratoga Springs, NY 12866

Neville Gruenberg, Pyramid Brokerage Company, 5786 Widewaters Parkway, P.O. Box 3,  
Syracuse, NY 13214



# Legend

-  REQUESTED ZONE CHANGE
-  RIVER DEVELOPMENT DISTRICT
-  DOWNTOWN CORE OVERLAY
-  Open Space and Recreation
-  DOWNTOWN
-  RESIDENCE A
-  RESIDENCE B
-  RESIDENCE C
-  WATERFRONT
-  LIMITED BUSINESS
-  NEIGHBORHOOD BUSINESS
-  COMMERCIAL
-  HEALTH SERVICES
-  LIGHT INDUSTRY
-  HEAVY INDUSTRY
-  PLANNED DEVELOPMENT



## CITY OF WATERTOWN, NEW YORK GIS DEPARTMENT

ROOM 305B, MUNICIPAL BUILDING  
245 WASHINGTON STREET  
WATERTOWN, NEW YORK 13601

TEL: (315) 785-7793

Drawn By: G.Jeronimo

Date: 9/27/21

Requested By: G.Urda

Date:

Scale: As Noted

Map Number:

Revision:

Description of Revision:

Date:

By:



Project:

**ZONE CHANGE MAP**  
(Residence B to Neighborhood Business)

Title:

**108 Flower Ave E**

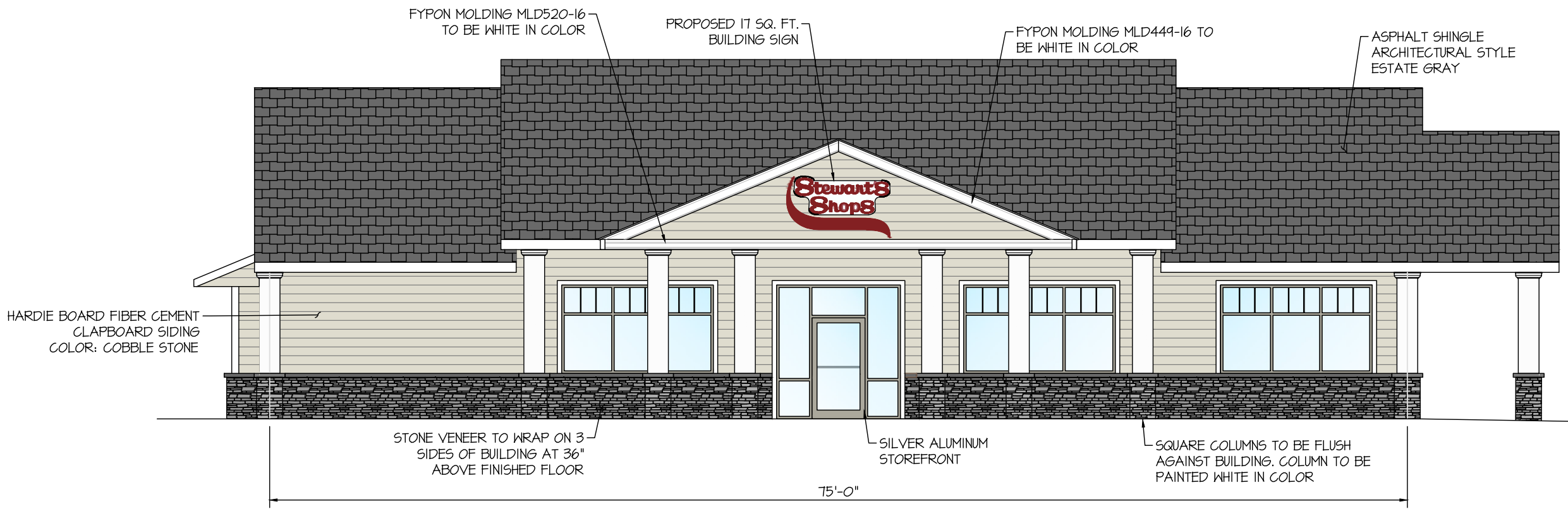
(11-27-127.000)

PROPOSED STEWART'S SHOP

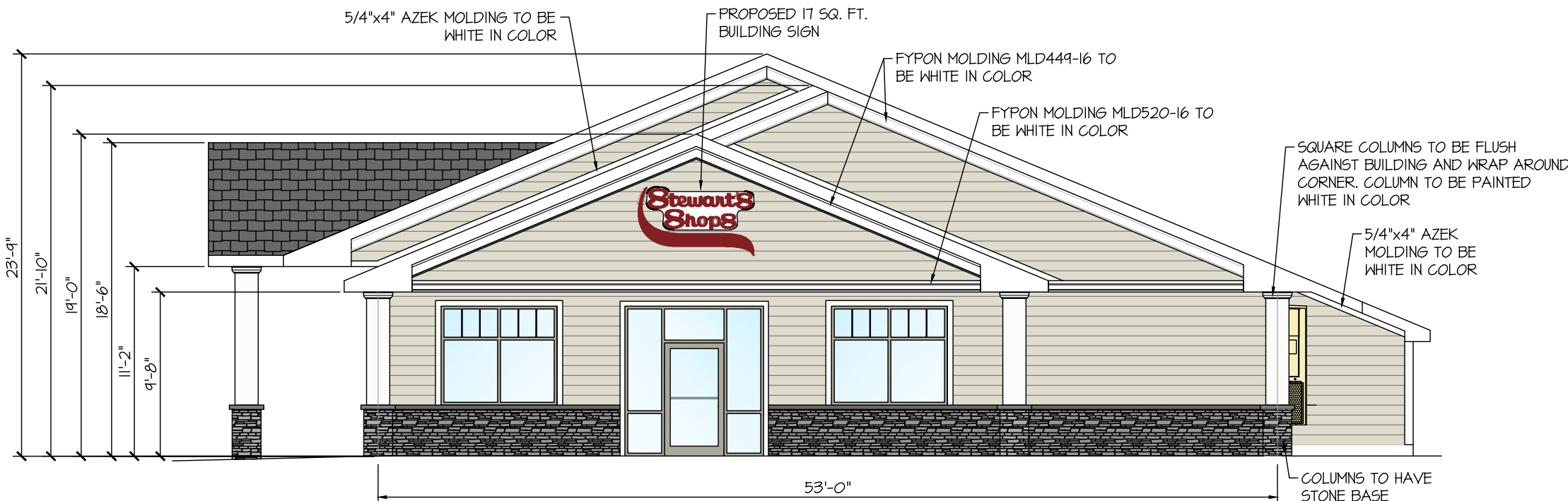
WASHINGTON STREET & EAST FLOWER AVENUE

WATERTOWN, NY 13601

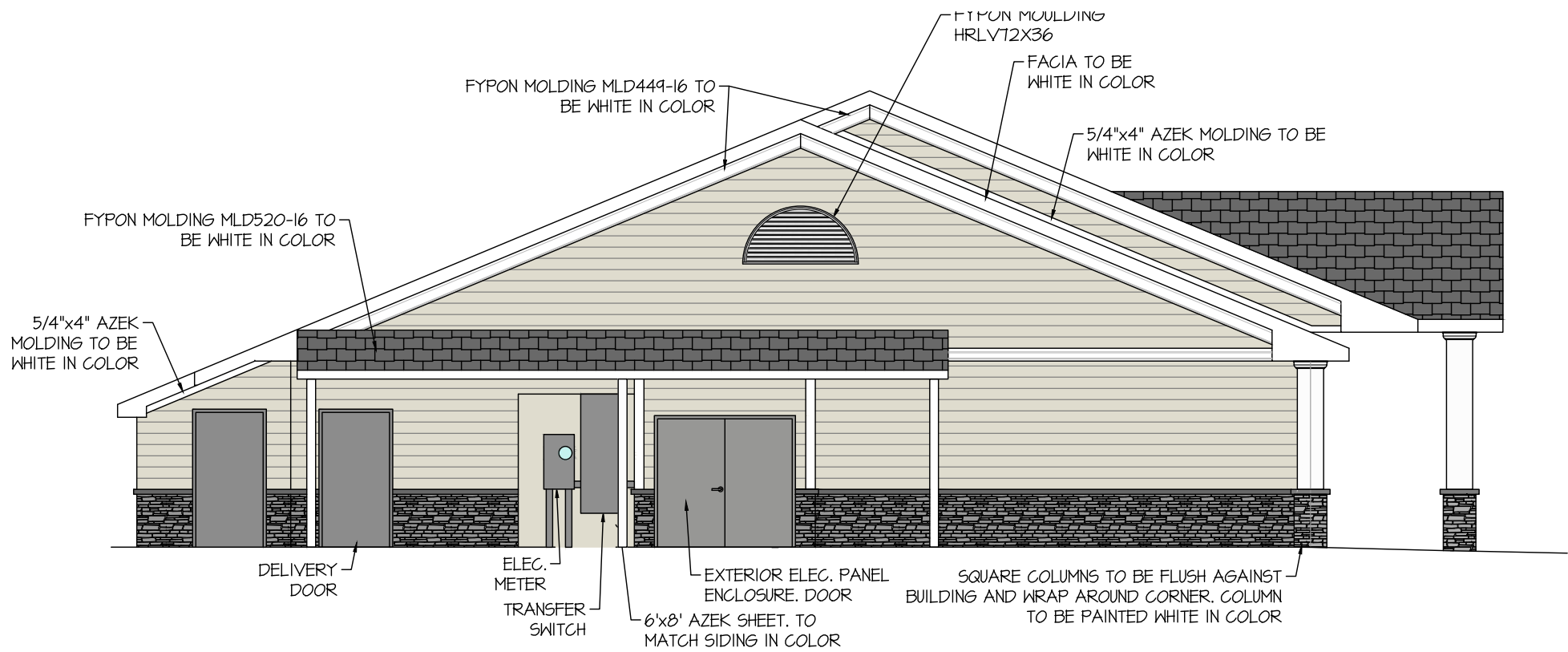
SHEET NO.	DRAWING NAME	DESCRIPTION
1	T-1	TITLE SHEET
2	S-1	EXISTING SITE/DEMO PLAN
3	S-2	PROPOSED SITE PLAN
4	S-3	UTILITY PLAN
5	S-4	GRADING PLAN
6	S-5	LANDSCAPING PLAN
7	S-6	LIGHTING PLAN
8	S-7	STORMWATER DETAILS
9	S-8	EROSION & SEDIMENT CONTROL PLAN
10	S-9	TRUCK CIRCULATION PLAN
11	S-11	MISCELLANEOUS DETAILS
12	S-12	MISCELLANEOUS DETAILS
13	S-13	MISCELLANEOUS DETAILS
14	S-14	MISCELLANEOUS DETAILS



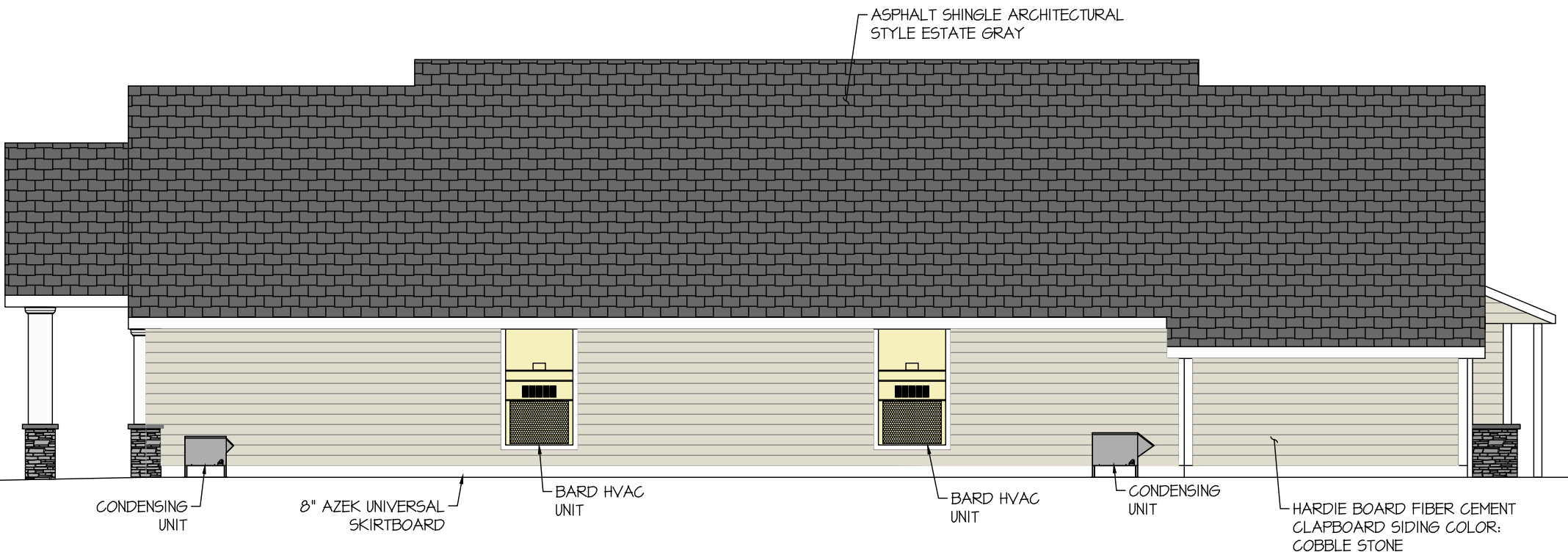
NORTH BUILDING ELEVATION



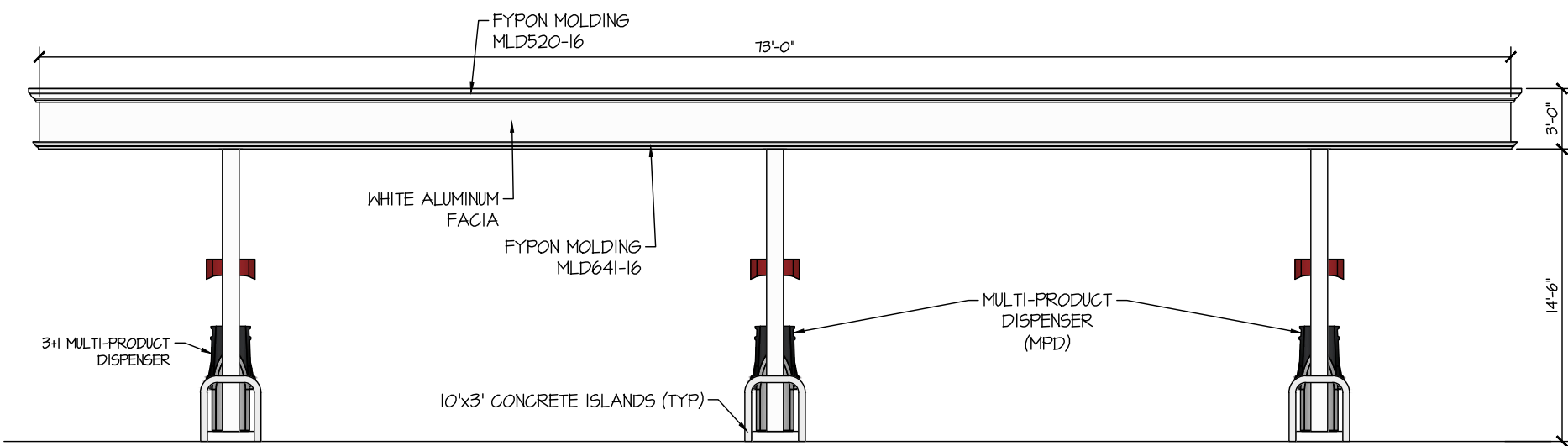
WEST BUILDING ELEVATION



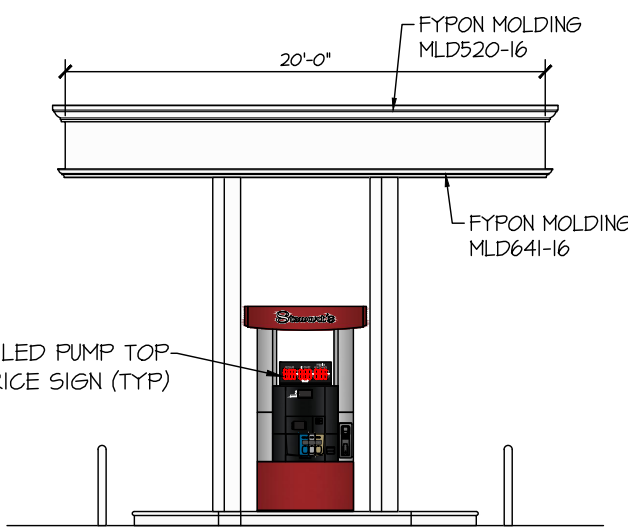
EAST BUILDING ELEVATION



SOUTH BUILDING ELEVATION



GAS CANOPY FRONT ELEVATION



GAS CANOPY SIDE ELEVATION



TYPICAL BUILDING SIGN

- SIZE: - 17 SQ. FT.
- LETTERS: - 1/8\" FLEXIGLASS FACE ON 4-1/2\" THICK CAN
- ILLUMINATION: - INTERNALLY ILLUMINATED WITH LED LIGHTING
- BURGUNDY LETTERS
- WHITE COLOR BACKGROUND



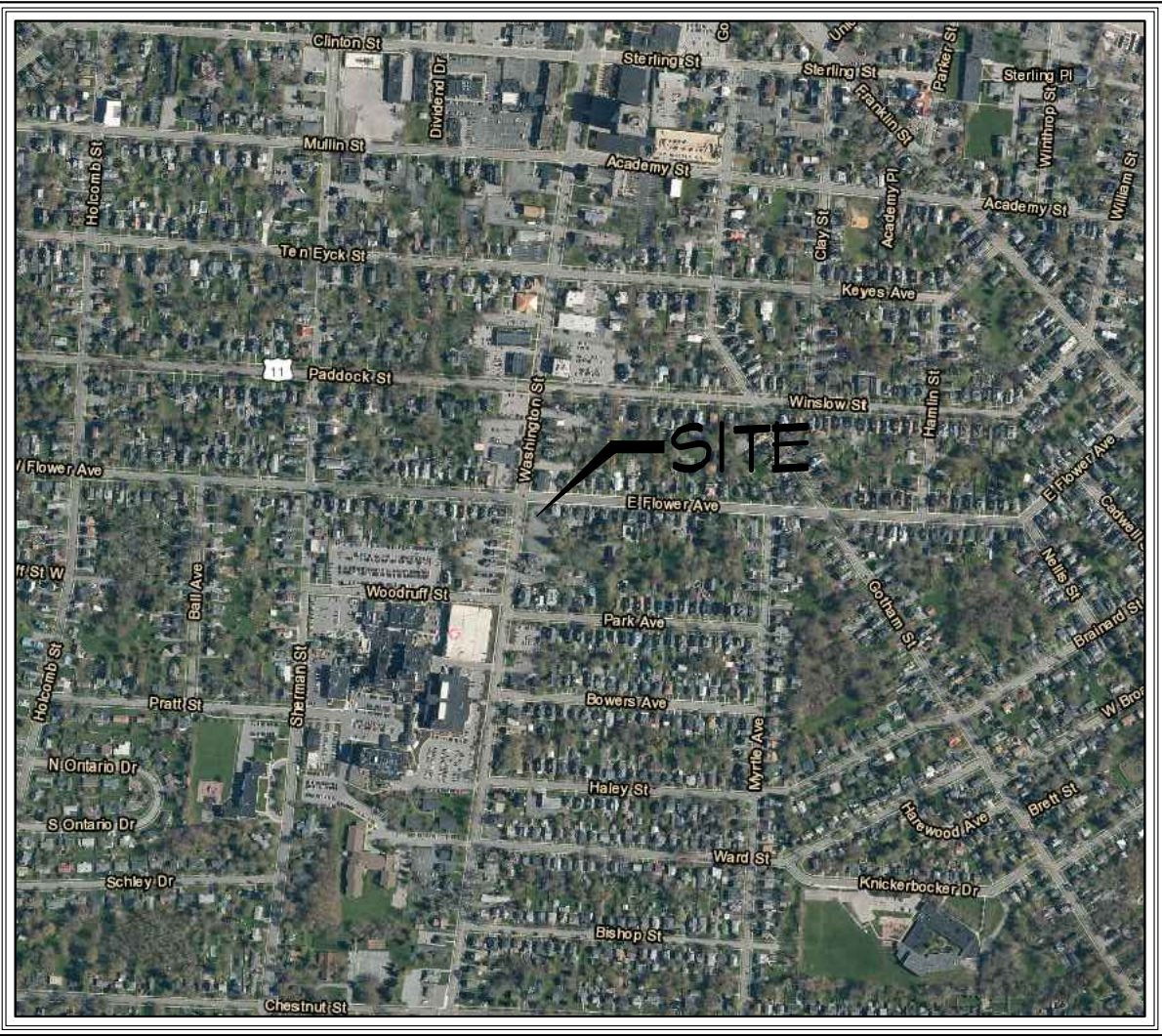
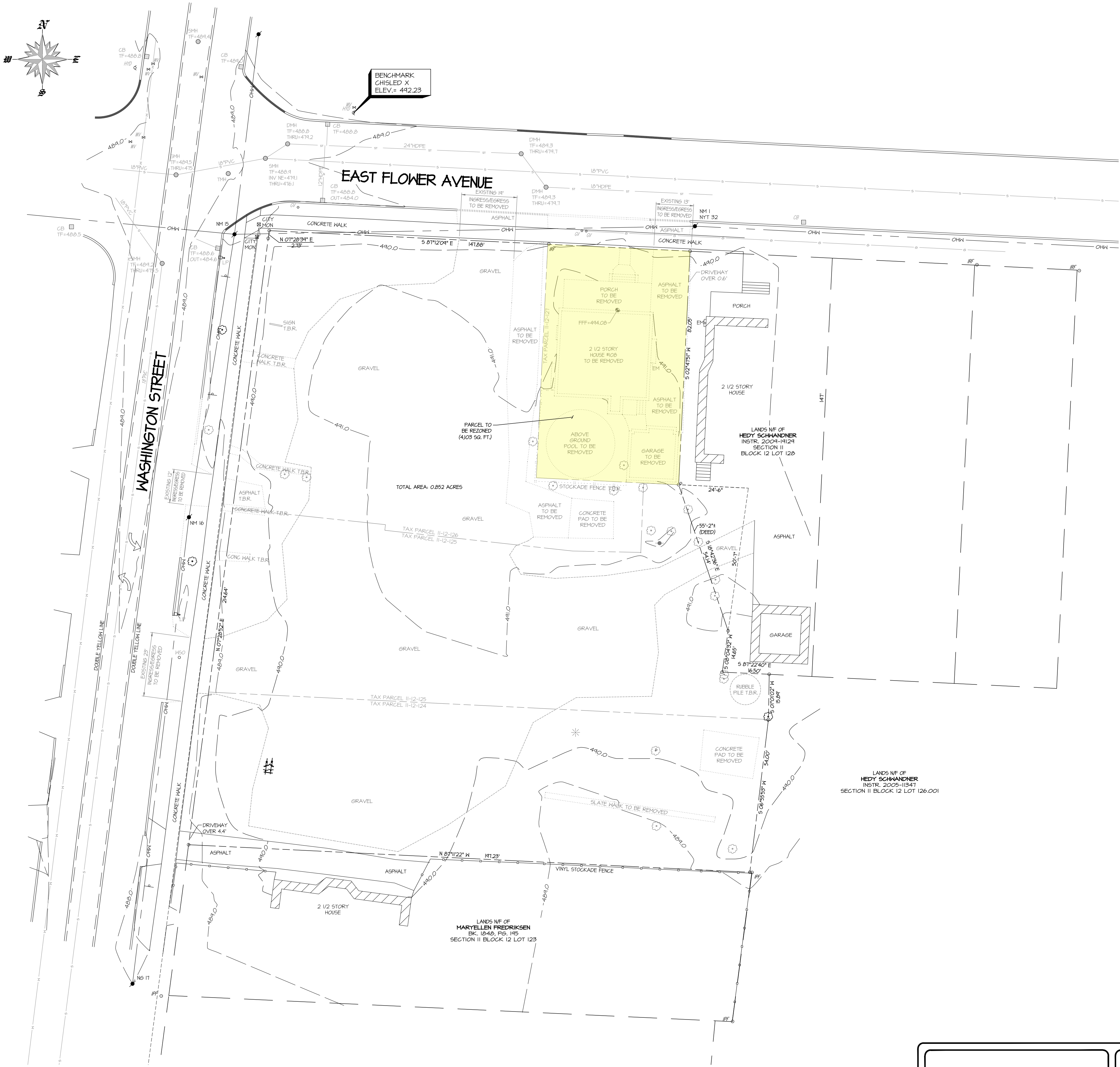
PROPOSED FREESTANDING SIGN

- SIZE: - 1\"/>

	STORE NAME, ABBREVIATION & NO.		WASHINGTON STREET - WSHX - 113	
	SITE LOCATION		WASHINGTON STREET & EAST FLOWER AVE - WATERTOWN, NY 13601	
	DATE	NO.	REVISIONS	
ALTERATIONS TO THIS DOCUMENT BY OTHER THAN AN AUTHORIZED LICENSED PROFESSIONAL ENGINEER IS ILLEGAL AND A VIOLATION OF THE NEW YORK STATE EDUCATION LAW				DRAWN BY: CP
		SARATOGA SPRINGS, NY 12866 TEL: (518)581-1200 FAX: (518)581-1209		SCALE: AS SHOWN DATE: 9/14/21
		TITLE: TITLE SHEET		DRAWING NO. T-1



LEGEND	
FIRE HYDRANT	
WATER VALVE	
GAS VALVE	
SEWER MANHOLE	
SEWER CLEANOUT	
CURB INLET	
CATCH BASIN	
GUY WIRE	
UTILITY POLE	
SIGNPOST	
TRAFFIC SIGNAL CONTROL BOX	
POLE LIGHT	
MONITORING WELL	
BOLLARD	
IRRIGATION SLEEVE	
OVERHEAD UTILITIES	
WATER SERVICE, 1" TYPE "K" COPPER	
SEWER SERVICE, 4" SDR 26	
STORM PIPE, PROPOSED, HDPE	
STORM PIPE, EXISTING	
STOCKADE FENCE	
CHAINLINK FENCE	
SPLITRAIL FENCE	
U/G ELECTRICAL/TELE SERVICE	
U/G ELECTRICAL CONDUIT	
U/G GAS LINE	
U/G CAMERAL CONDUIT	
DIESEL PRODUCT LINE	
SUPER PRODUCT LINE	
UNLEADED PRODUCT LINE	
EXISTING MAJOR CONTOUR	
EXISTING MINOR CONTOUR	
PROPOSED MAJOR CONTOUR	
PROPOSED MINOR CONTOUR	
PROPOSED SPOT ELEVATION	
EXISTING UNCHANGED SPOT ELEVATION	
NOTES: 1. SOME FEATURES IN LEGEND MAY NOT HAVE BEEN USED. 2. DARKER LINES INDICATE NEW WORK. 3. DOTTED LINES INDICATE REMOVED ITEMS.	



SITE LOCATION MAP

	STORE NAME, ABBREVIATION & NO.		WASHINGTON STREET - WSHX - 113	
	SITE LOCATION		WASHINGTON STREET & EAST FLOWER AVE - WATERTOWN, NY 13601	
	DATE	NO.	REVISIONS	
ALTERATIONS TO THIS DOCUMENT BY OTHER THAN AN AUTHORIZED LICENSED PROFESSIONAL ENGINEER IS ILLEGAL AND A VIOLATION OF THE NEW YORK STATE EDUCATION LAW				
		SARATOGA SPRINGS, NY 12866 TEL. (518)581-1200 FAX (518)581-1209		
TITLE:		EXISTING SITE PLAN		



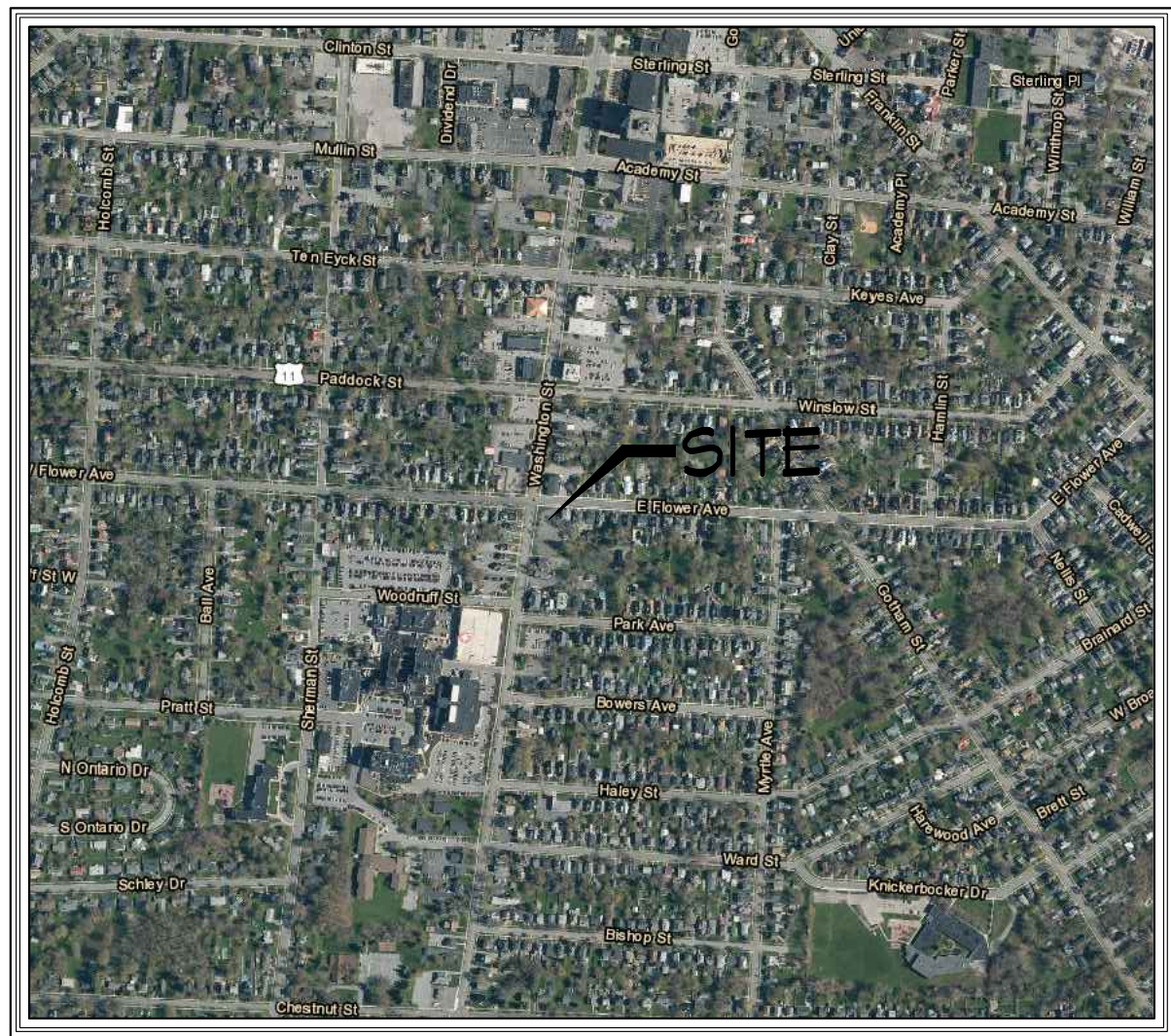
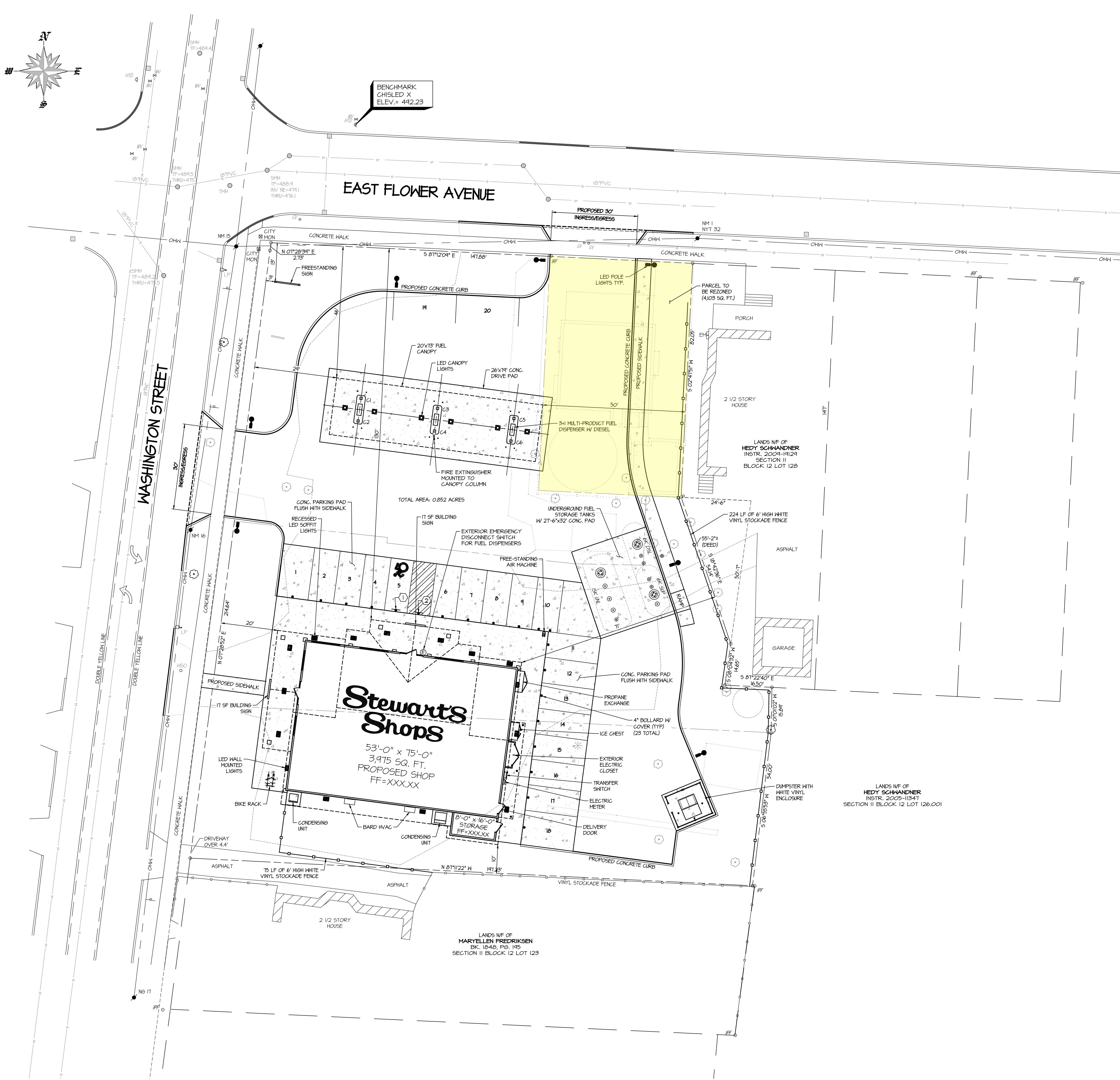
LEGEND	
FIRE HYDRANT	
WATER VALVE	
GAS VALVE	
SEWER MANHOLE	
SEWER CLEANOUT	
CURB INLET	
CATCH BASIN	
GUY WIRE	
UTILITY POLE	
SIGNPOST	
TRAFFIC SIGNAL CONTROL BOX	
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CHAINLINK FENCE	
SPLITRAIL FENCE	
U/G ELECTRICAL/TELE SERVICE	
U/G ELECTRICAL CONDUIT	
U/G GAS LINE	
U/G CAMERAL CONDUIT	
DIESEL PRODUCT LINE	
SUPER PRODUCT LINE	
UNLEADED PRODUCT LINE	
EXISTING MAJOR CONTOUR	
EXISTING MINOR CONTOUR	
PROPOSED MAJOR CONTOUR	
PROPOSED MINOR CONTOUR	
PROPOSED SPOT ELEVATION	
EXISTING UNCHANGED SPOT ELEVATION	

NOTES:

1. SOME FEATURES IN LEGEND MAY NOT HAVE BEEN USED.

2. DASHED LINES INDICATE NEW WORK.

3. DOTTED LINES INDICATE REMOVED ITEMS.



SITE LOCATION MAP

CITY OF WATERTOWN - JEFFERSON COUNTY  
TAX PARCEL # 11-12-124, 11-12-125, 11-12-126 & 11-12-127  
ZONING DISTRICT - NEIGHBORHOOD BUSINESS

	REQUIRED		PROPOSED	
MINIMUM LOT AREA			0.852 ACRES (37,071.71 SQ. FT.)	
MAXIMUM LOT AREA COVERED BY BUILDINGS	40%		11%	
FRONT BLDG SETBACK - (WEST)	20 FEET		20 FEET	
SIDE BLDG SETBACK - (NORTH)	10 FEET		150 FEET	
SIDE BLDG SETBACK - (SOUTH)	5 FEET		10 FEET	
REAR BLDG SETBACK - (EAST)	25 FEET		71 FEET	
FRONT GAS CANOPY SETBACK (WEST)	20 FEET		24 FEET	
SIDE GAS CANOPY SETBACK (NORTH)	10 FEET		48 FEET	
SIDE GAS CANOPY SETBACK (SOUTH)	5 FEET		143 FEET	
REAR GAS CANOPY SETBACK (EAST)	25 FEET		50 FEET	
GREEN SPACE	-		20%	
BUILDING HEIGHT	-		24 FEET	
STEWART'S BUILDING SIGN			2 @ 17 SQ. FT.	
FREESTANDING SIGN			1 @ 63 SQ. FT.	
			TOTAL OF 41 SQ. FT.	
PARKING	5 PER 1,000 SQ. FT.			
	3,975/1,000=3.975X5= 19.875 SPACES		20 SPACES TOTAL	
EXISTING		PROPOSED		
SITE USAGE DATA		SITE USAGE DATA		
GREEN SPACE	13,128 SQ. FT. 31%	GREEN SPACE	10,554 SQ. FT. 28%	
BUILDING	1,762 SQ. FT. 5%	BUILDING	4,105 SQ. FT. 11%	
CONCRETE	472 SQ. FT. 3%	CONCRETE	4,572 SQ. FT. 26%	
PAVEMENT	1,444 SQ. FT. 5%	PAVEMENT	12,871 SQ. FT. 35%	
GRAVEL	18,647 SQ. FT. 50%			

1

RESERVED PARKING

VAN ACCESSIBLE

RT-2 & RT-8A

HANDICAP SIGN  
12"x18" MIN. SIZE  
5'-0" MOUNTING  
HEIGHT MIN., SEE  
PLAN FOR LOCATION

2

NO PARKING ANY TIME

RT-1

NO PARKING SIGN  
12"x18" MIN. SIZE  
5'-0" MOUNTING  
HEIGHT MIN., SEE  
PLAN FOR LOCATION

ALTERATIONS TO THIS DOCUMENT BY OTHER THAN AN AUTHORIZED LICENSED PROFESSIONAL ENGINEER IS ILLEGAL AND A VIOLATION OF THE NEW YORK STATE EDUCATION LAW

WASHINGTON STREET - WSHX - 113

SITE LOCATION  
WASHINGTON STREET & EAST FLOWER AVE - WATERTOWN, NY 13601

DATE	NO.	REVISIONS

SARATOGA SPRINGS, NY 12866  
TEL. (518)581-1200 FAX (518)581-1209

DRAWN BY: CP  
SCALE: 1" = 20'  
DATE: 9/3/21

DRAWING NO.  
S-2

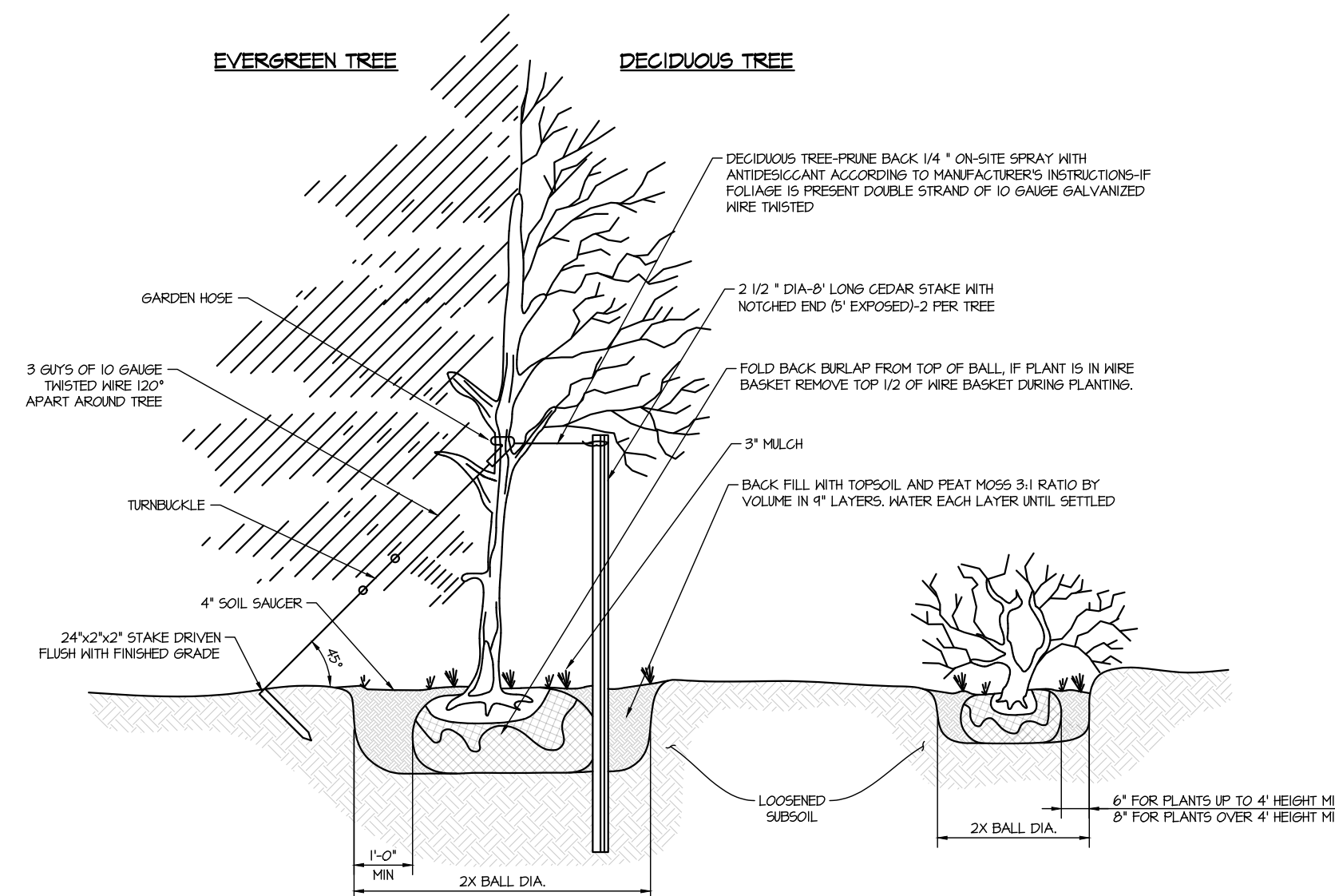
TITLE:  
PROPOSED SITE PLAN





	ABRV	BOTANICAL NAME	COMMON NAME	QTY.	SIZE	SPACING
PERENNIALS	HS	HEMEROCALLIS 'STELLA DE ORO'	DAYLILY - STELLA DE ORO	84	2 GAL.	AS SHOWN
	RF	RUDEBECKIA FULGIDA	BLACK-EYED SUSAN	38	2 GAL.	AS SHOWN
	FF	FENISTEMUS PIGLET	GRASS - PIGLET FOUNTAIN	14	2 GAL.	AS SHOWN
	SN	SALVIA NEMOROSA 'MAINACHT'	SALVIA - MAY NIGHT	30	2 GAL.	AS SHOWN
	AG	ASTILBE X AREND'SII 'GRANAT'	GRANAT ASTILBE	31	2 GAL.	AS SHOWN
SHRUBS	OH	HYDRANGEA QUERCIFOLIA 'BRIDO'	SNOWFLAKE OAKLEAF HYDRANGEA	2	14"-18"	AS SHOWN
	SG	SPIRAEA GOLDMOUND	GOLDMOUND SPIREA	36	14"-18"	AS SHOWN
TREES	PA	PICEA ABIES	NORWAY SPRUCE	6	6'	AS SHOWN
	AR	ACER RUBRUM	RED MAPLE	17	4" GAL.	AS SHOWN

GRASS AREA (SOD)



### **PLANTING NOTES:**

- 1) DECIDUOUS PLANTING SEASONS  
SPRING: APRIL 1 - MAY 20  
FALL: OCTOBER 1 - NOVEMBER 15
- 2) ALL PLANTS SHALL BE GUARANTEED AND MAINTAINED BY LANDSCAPE CONTRACTOR FOR A PERIOD OF 1 YEAR AFTER BEING PROPERLY PLANTED.
- 3) ALL LANDSCAPING WILL BE MAINTAINED IN PERPETUITY AND DEAD OR DYING PLANTS SHALL BE REPLACED AS EQUAL, BUT STEADY.
- 4) WRAP DECIDUOUS TREES OVER 1" CAL. WITH PLASTIC PLANT GUARDS REMOVE TREE - GUARDS AFTER A MIN. OF 2 WINTERS AND BEFORE A MAX. OF 5 WINTERS.
- 5) EVERGREEN TREE-GROUND LINE TO BE THE SAME AS EXISTED AT THE NURSERY TREE.
- 6) CALIPER IS TO BE MEASURED AT A HEIGHT OF 4'.
- 7) ALL STAKES AND GUY WIRES TO BE REMOVED 2 YEARS AFTER INITIAL PLANTING.

### PLANTING DETAIL



ALTERATIONS TO THIS DOCUMENT BY OTHER THAN AN AUTHORIZED  
LICENSED PROFESSIONAL ENGINEER IS ILLEGAL AND A VIOLATION OF  
THE NEW YORK STATE EDUCATION LAW

STORE NAME, ABBREVIATION & NO. WASHINGTON STREET - WSHX - 113

SITE LOCATION  
WASHINGTON STREET & EAST FLOWER AVE - WATERTOWN, NY 13601

[illegible]

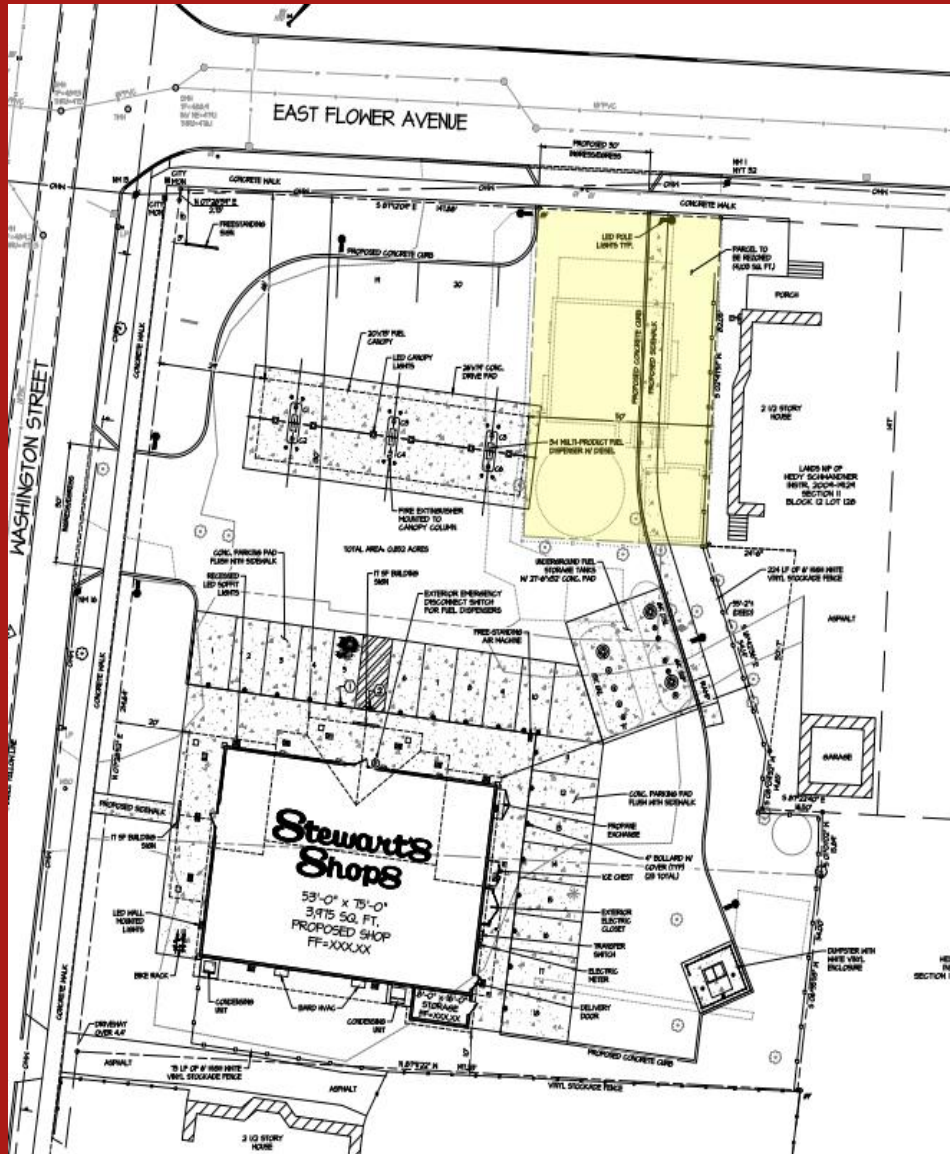
SARATOGA SPRINGS, NY 12866  
TEL. (518)581-1200 FAX (518)581-1209

TITLE: LANDSCAPING

DRAWN BY: CP  
SCALE: 1" = 20'  
DATE: 9/3/21

DRAWING NO.  
S-5





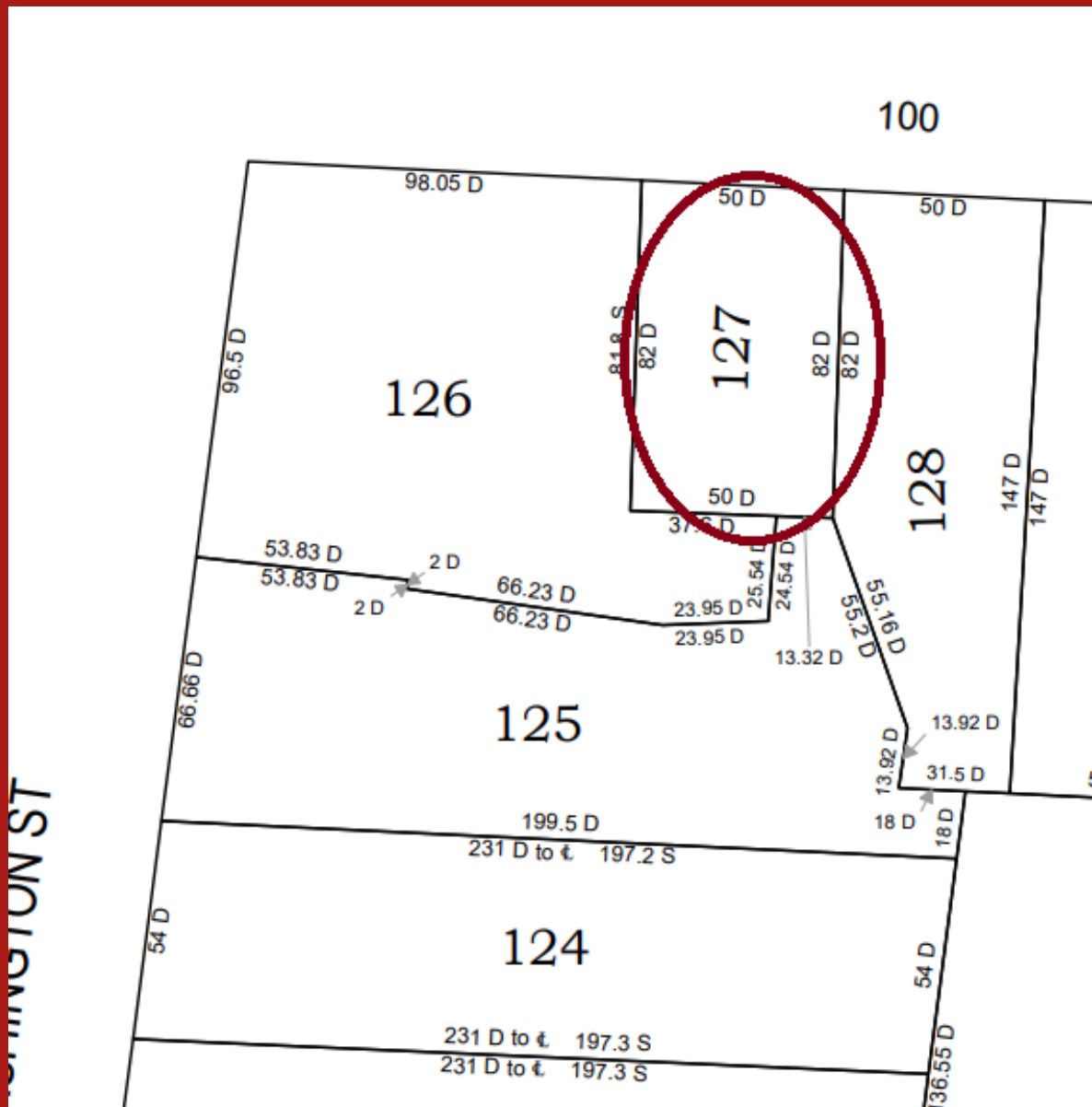
# 108 FLOWER AVE EAST REZONE APPLICATION BY STEWART'S SHOPS

PRESENTED BY: CHUCK MARSHALL - STEWART'S SHOP

CITY OF WATERTOWN PLANNING BOARD 10/5/21







# 108 FLOWER AVE EAST REZONE APPLICATION

## ☐ § 310-13 Minimum lot sizes.

[Amended 5-11-1964; 1-11-1971; 4-12-1971; 3-20-1978; 6-6-2011]

Every parcel of land shall meet the following minimum sizes for the district it is located in:

District	Lot Size (square feet)	Lot Size/Household (square feet)	Lot Width (feet)
Residence A	7,500	7,500	75
Residence B	6,000	3,000	60
Residence C	5,000	2,500	50
Limited Business	—	1,000	—
Neighborhood Business	—	1,000	—
Commercial	—	1,000	—
Downtown	—	250	—
Health Services	—	2,500	—
Light Industrial	—	N.A.	—
Heavy Industrial	—	N.A.	—
Open Space and Recreation	—	N.A.	—
Waterfront	—	500	—

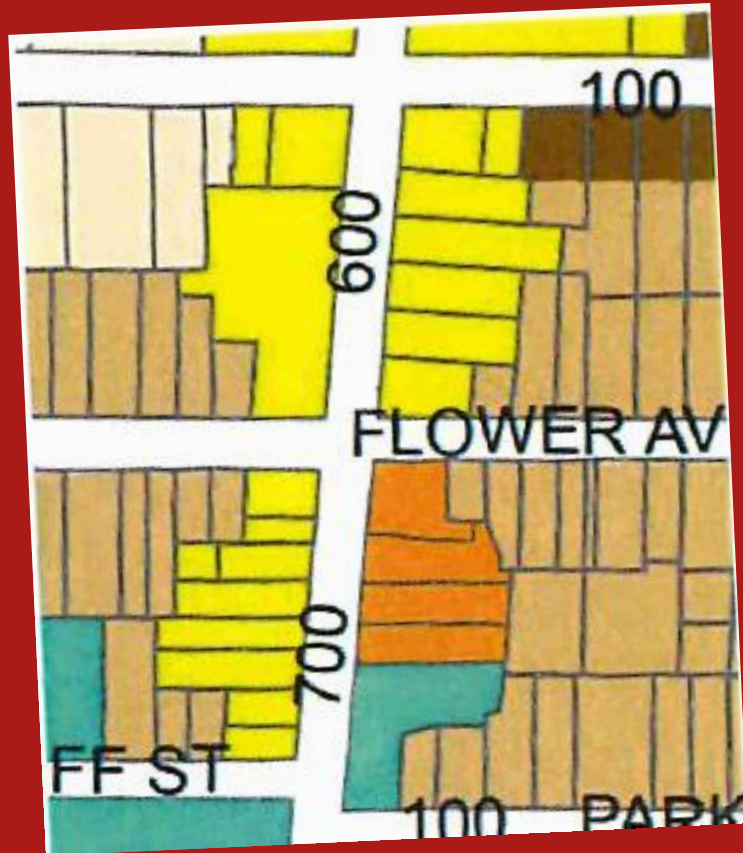
## ☐ § 310-54 Access to certain uses.

[Amended 7-25-1972]

- A. No driveway or other means of access for vehicles, other than a public street, shall be maintained or used in any Residence District for the servicing of any allowable use located in a Neighborhood Business, Limited Business, Commercial, Light Industrial, Heavy Industrial District or Planned Development District.



Existing Zoning Map



Proposed Zoning Map



108 FLOWER AVE EAST  
REZONE APPLICATION

# ADHERENCE TO THE COMPREHENSIVE PLANS

## Urban Mixed Use

The Urban Mixed-Use areas are historic areas generally located between the Central Business District (CBD) and residential neighborhoods where land use transitions from intense urban business to lesser intense residential and compatible non-residential uses. These transitional areas begin to have obvious changes in building types, architectural styles, lot sizes, and pedestrian activity. Buildings are generally lower in height and parking may be onsite, preferably behind or at the side of the building to avoid a suburban look. Buildings are designed to be visually appealing with shorter setbacks to address the sidewalk and help reinforce a positive pedestrian experience.

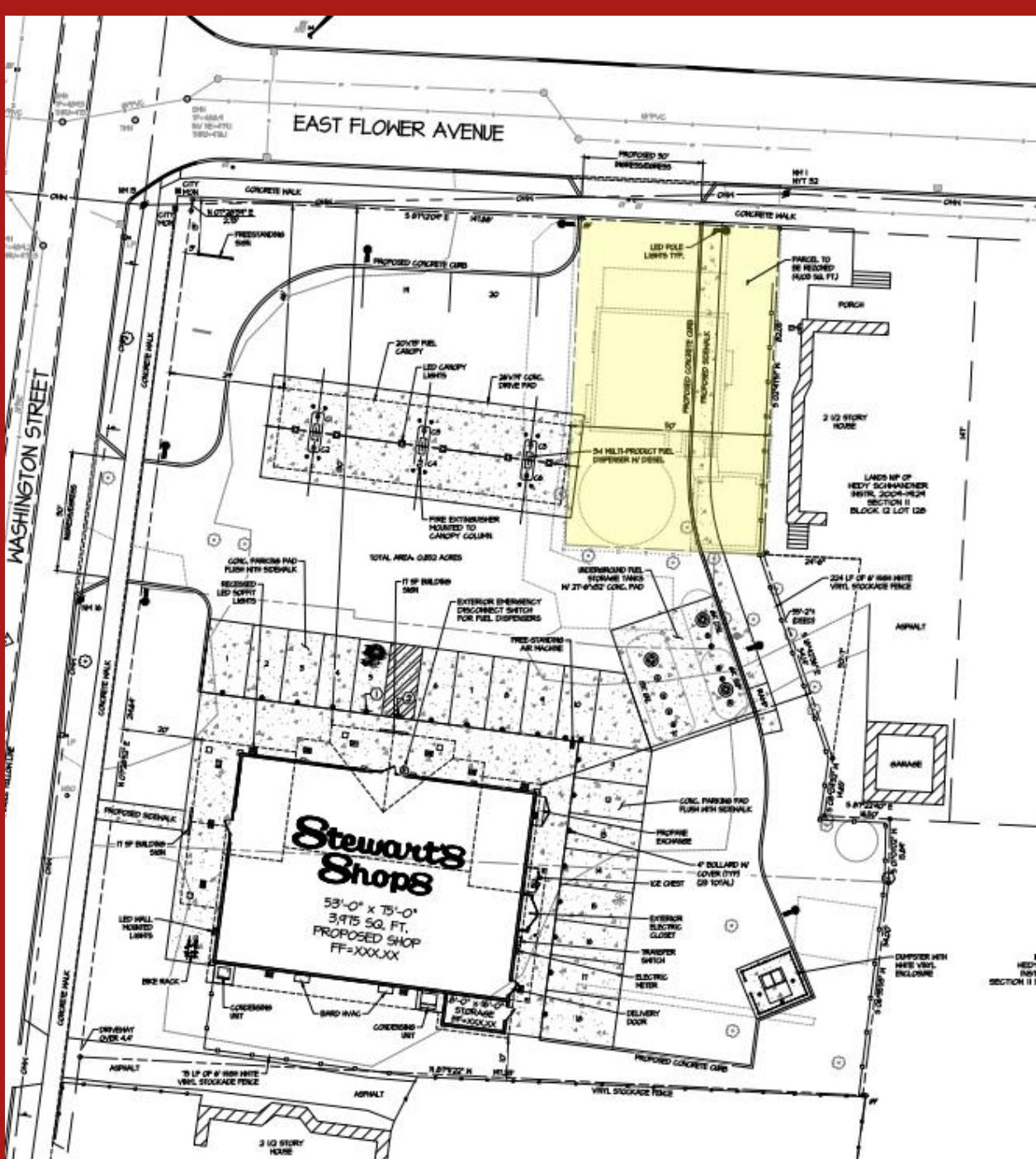
## PLANNING STAFF COMMENT LETTER 9/30/21

Whether specific elements of the conceptual site plan are consistent with the description above is something that the Planning Board will consider as part of site plan review and is not immediately relevant to the Zone Change. Per the above definition and the Future Land Use Map, the proposed rezoning of 108 Flower Avenue East is in harmony with the Comprehensive Plan.

108 FLOWER AVE EAST  
REZONE APPLICATION





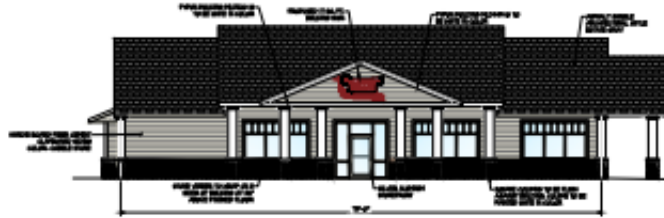


# PROPOSED SITE PLAN

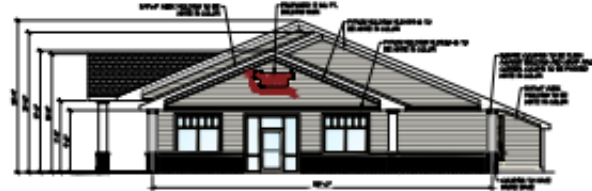
- 3,975 SQ FT STORE
- 3 PUMPS (6 FUELING POSITIONS)
- PEDESTRIAN ACCESSIBLE SIDEWALKS



PROPOSED STEWART'S SHOP  
WASHINGTON STREET & EAST FLOWER AVENUE  
WATERTOWN, NY 13601



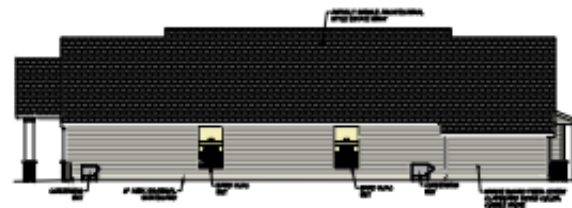
NORTH BUILDING ELEVATION



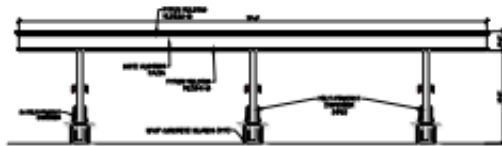
WEST BUILDING ELEVATION



EAST BUILDING ELEVATION



SOUTH BUILDING ELEVATION



GAS CANOPY FRONT ELEVATION



GAS CANOPY SIDE ELEVATION



TYPICAL BUILDING SIGN

- 1. 11' x 11' PL
- 2. 11' x 11' PL
- 3. 11' x 11' PL
- 4. 11' x 11' PL
- 5. 11' x 11' PL
- 6. 11' x 11' PL
- 7. 11' x 11' PL
- 8. 11' x 11' PL
- 9. 11' x 11' PL
- 10. 11' x 11' PL
- 11. 11' x 11' PL
- 12. 11' x 11' PL
- 13. 11' x 11' PL
- 14. 11' x 11' PL

SHEET DRAWING NO.	DATE	DESCRIPTION
1	T-1	TITLE SHEET
2	S-1	EXISTING SITE/PHOTO PLAN
3	S-2	PROPOSED SITE PLAN
4	S-3	UTILITY PLAN
5	S-4	GRADING PLAN
6	S-5	LANDSCAPING PLAN
7	S-6	LIGHTING PLAN
8	S-7	STORMWATER DETAILS
9	S-8	EROSION & SEDIMENT CONTROL PLAN
10	S-9	TRUCK CIRCULATION PLAN
11	S-10	MISCELLANEOUS DETAILS
12	S-11	MISCELLANEOUS DETAILS
13	S-12	MISCELLANEOUS DETAILS
14	S-13	MISCELLANEOUS DETAILS
15	S-14	MISCELLANEOUS DETAILS



PROPOSED FREESTANDING SIGN

- 1. 11' x 11' PL
- 2. 11' x 11' PL
- 3. 11' x 11' PL
- 4. 11' x 11' PL
- 5. 11' x 11' PL
- 6. 11' x 11' PL
- 7. 11' x 11' PL
- 8. 11' x 11' PL
- 9. 11' x 11' PL
- 10. 11' x 11' PL
- 11. 11' x 11' PL
- 12. 11' x 11' PL
- 13. 11' x 11' PL
- 14. 11' x 11' PL

# PROPOSED ELEVATIONS

108 FLOWER AVE EAST  
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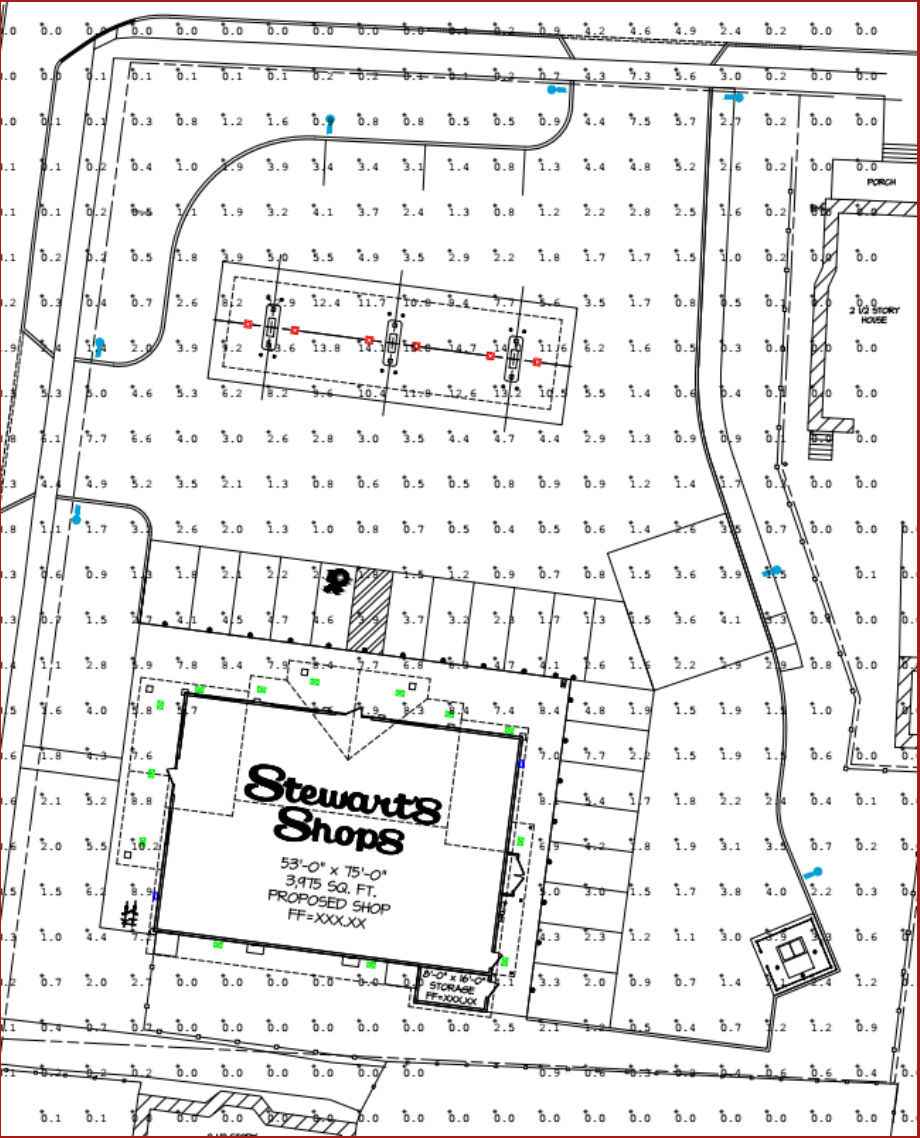
**PHOTOS OF  
CONSTRUCTED STORE  
(CITY OF SCHENECTADY)**



**108 FLOWER AVE EAST  
REZONE APPLICATION**







Calculation Summary				
Label	Units	Avg	Max	Min
ENTIRE SITE	Fc	1.94	26.8	0.0
CANOPY	Fc	18.04	26.8	3.6
PARKING LOT	Fc	2.65	11.3	0.0
SIDEWALKS	Fc	1.71	11.1	3.4

Luminaire Schedule						
Symbol	Qty	Label	Arrangement	LLF	Description	Comments
	13	SFT-228-5M-RM-03-E-UL-WH-525	SINGLE	1.000	SOFFIT LIGHT, 30 WHITE LED, 525mA DRIVER, RECESSED MOUNT	
	2	SEC-ED6-3M-WH-04-E-UL-WH-525	SINGLE	1.000	SECURITY LIGHT, 40 WHITE LED, 525mA DRIVER, WALL MOUNTED	
	6	CAN-304-P5-R5-04-E-UL-WH-525	SINGLE	1.000	CANOPY LIGHT, 40 WHITE LED, 525mA DRIVER, RECESSED MOUNT	SPECIAL ORDER
	6	ARE-ED6-3MB-DA-06-E-UL-BZ-100	SINGLE	1.000	POLE LIGHT, 60 WHITE LED, BACK SHIELDED, 100mA DRIVER, DIRECT ARM MOUNT	
	0	ARE-ED6-3M-DA-06-E-UL-BZ-100	SINGLE	1.000	POLE LIGHT, 60 WHITE LED, 100mA DRIVER, DIRECT ARM MOUNT	

# PROPOSED PHOTOMETRIC PLAN AND FIXTURE SCHEDULE



108 FLOWER AVE EAST  
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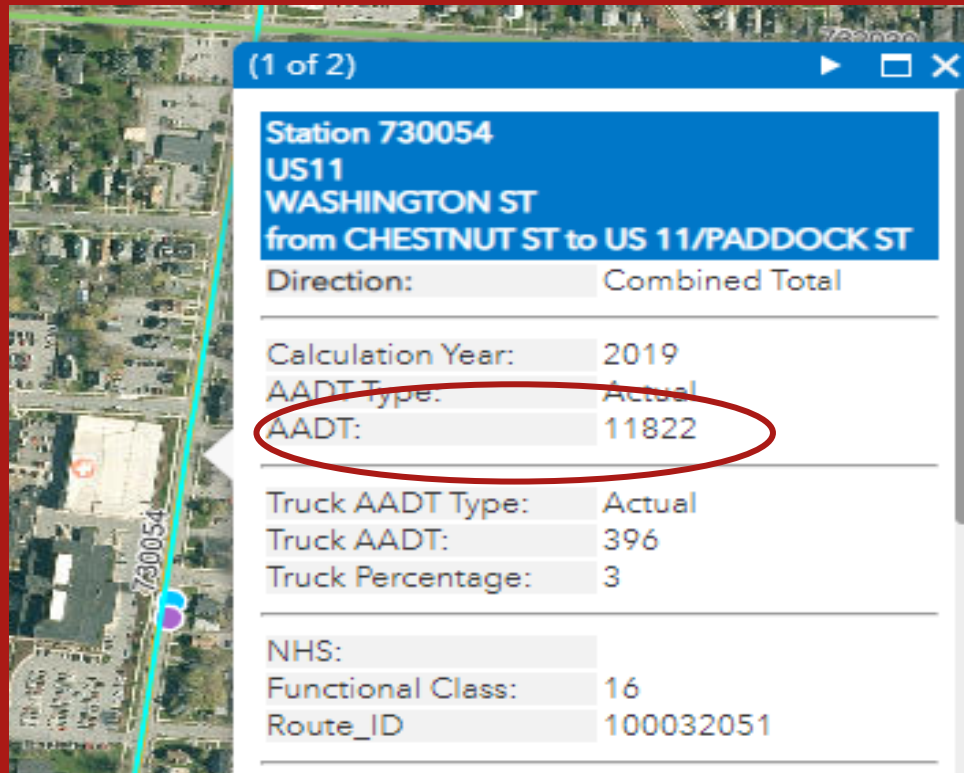
USE SWITCH TO  
PREVENT LIGHT IMPACT  
ON NEIGHBOR



**Table 1 Stewart's Trip Generation (Peak Hour Trips)**

Proposed Site Use	Trip Type	AM Peak Hour			PM Peak Hour		
		Enter	Exit	Total	Enter	Exit	Total
Stewart's Shops: Convenience Mart - 3,975 SF & Fueling Positions -6	Total	81	81	162	98	98	196
	Pass-By	-51	-51	-102	-61	-61	-122
	Primary	30	30	60	37	37	74

# TRAFFIC CONSIDERATION OF PROPOSED STEWART'S SHOP



2011 and 2019 Washington Street Traffic Volume and Potential Stewart's Impact				
Washington Street Two-Way Traffic Hourly Volume	Hourly Count	Percentage of Total	2019 Value	
Two Way Traffic 12AM - 1AM	64	0.46%	54	
Two Way Traffic 1AM - 2AM	39	0.28%	33	
Two Way Traffic 2AM - 3AM	37	0.26%	31	
Two Way Traffic 3AM - 4AM	48	0.34%	41	
Two Way Traffic 4AM - 5AM	58	0.41%	49	
Two Way Traffic 5AM - 6AM	166	1.19%	140	From Traffic Study 60 Trip Impact AM Percentage
Two Way Traffic 6AM - 7AM	409	2.92%	345	
Two Way Traffic 7AM - 8AM	888	6.34%	750	
Two Way Traffic 8AM - 9AM	905	6.46%	764	
Two Way Traffic 9AM - 10AM	878	6.27%	741	From Traffic Study 74 Trip PM Percentage
Two Way Traffic 10AM - 11AM	868	6.20%	733	
Two Way Traffic 11AM - 12PM	1025	7.32%	866	
Two Way Traffic 12PM - 1PM	1026	7.33%	866	
Two Way Traffic 1PM - 2PM	979	6.98%	827	From Traffic Study 74 Trip PM Percentage
Two Way Traffic 2PM - 3PM	1125	8.04%	950	
Two Way Traffic 3PM - 4PM	1163	8.31%	982	
Two Way Traffic 4PM - 5PM	1159	8.28%	979	
Two Way Traffic 5PM - 6PM	981	7.01%	828	
Two Way Traffic 6PM - 7PM	729	5.21%	616	
Two Way Traffic 7PM - 8PM	515	3.68%	435	
Two Way Traffic 8PM - 9PM	418	2.99%	353	
Two Way Traffic 9PM - 10PM	244	1.74%	206	
Two Way Traffic 10PM - 11PM	149	1.06%	126	
Two Way Traffic 11PM - 12AM	126	0.90%	106	
Two Way Daily Total	13999	100.00%	11,822	

108 FLOWER AVE EAST  
REZONE APPLICATION





# CURRENT VIEW LOOKING SOUTHEAST



108 FLOWER AVE EAST  
REZONE APPLICATION



# PROPOSED VIEW LOOKING SOUTHEAST



108 FLOWER AVE EAST  
REZONE APPLICATION



## CURRENT VIEW LOOKING SOUTHWEST



108 FLOWER AVE EAST  
REZONE APPLICATION





# PROPOSED VIEW LOOKING SOUTHEAST



108 FLOWER AVE EAST  
REZONE APPLICATION





## CURRENT VIEW LOOKING NORTHEAST



108 FLOWER AVE EAST  
REZONE APPLICATION



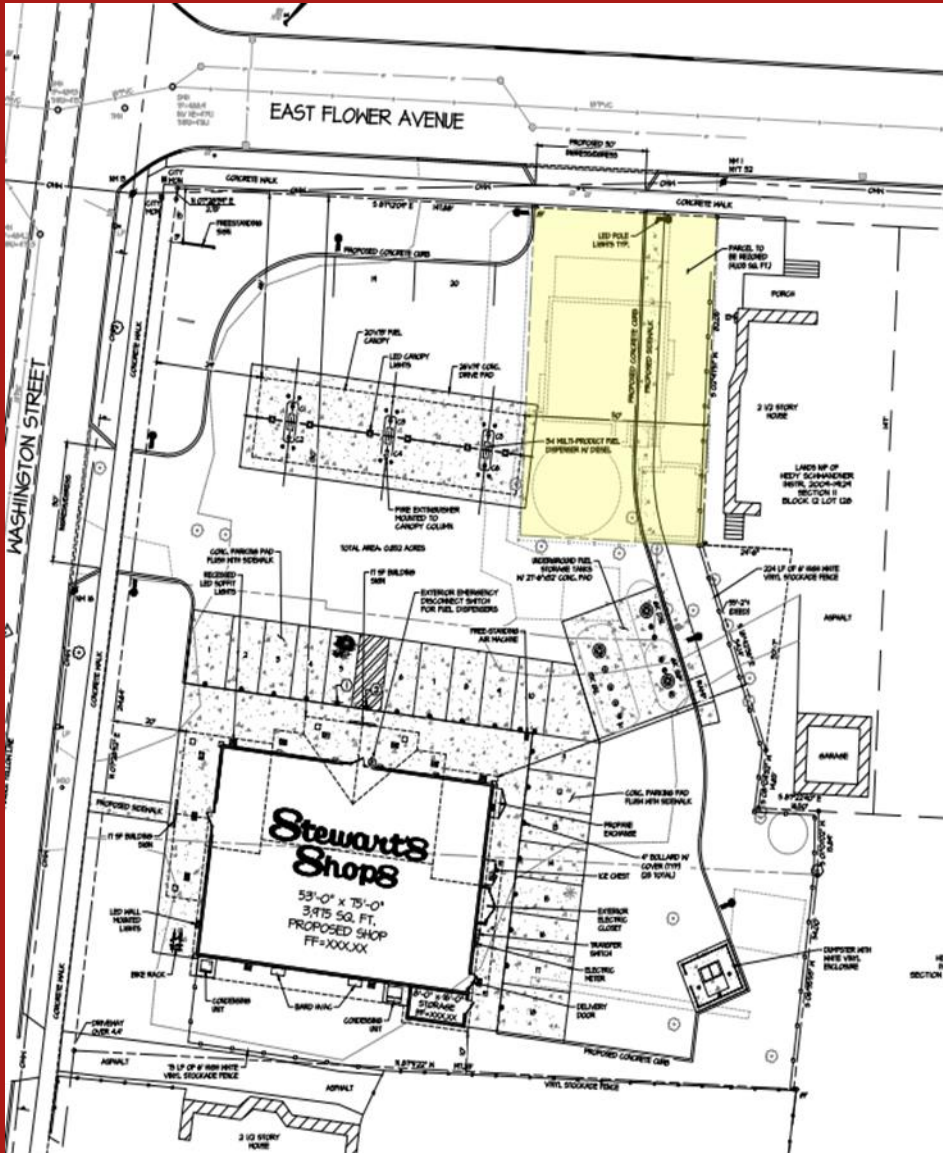




108 FLOWER AVE EAST  
REZONE APPLICATION







# THANK YOU.

# QUESTIONS?

# 108 FLOWER AVE EAST REZONE APPLICATION



**DONATO REAL ESTATE APPRAISAL & CONSULTING**  
**REAL ESTATE APPRAISERS - NEGOTIATIONS - RELOCATIONS**

**641 James Street, Utica, New York 13501**

**Telephone**  
**(315)798-1010**

**Fax**  
**(315)798-1105**

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**REAL ESTATE CONSULTING REPORT**

**PREPARED FOR**

Stewart's Shops Corp  
2907 State Route 9  
Balston Spa, NY 12020

**SUBJECT PROPERTY ADDRESS**

703 Washington Street  
707 Washington Street  
715 Washington Street  
& 108 East Flower Avenue  
City of Waterown  
County of Jefferson  
State of New York

Tax Map # 11-12-126.000, 11-12-125.000, 11-12-124.000 & 11-12-127.000

**DATE OF REPORT:** November 5, 2021

**PREPARED BY**

Frank Donato  
NYS Certified General Real Estate Appraiser  
Certification # 46-22996

## **UNDERLYING ASSUMPTIONS AND LIMITING CONDITIONS**

The report has been made with the following assumptions and limiting conditions:

1. Information, estimates and opinions furnished to the Appraiser, and contained in the report, were obtained from sources considered reliable and believed to be true and correct. However, no responsibility for accuracy of such items furnished the Appraiser can be assumed by the Appraiser.
2. The plot plans and exhibits in this report are included only to assist the reader in visualizing the property. I have made no engineering survey of the property.
3. Possession of this report or a copy thereof does not carry with it the right of publication nor may it be used for any purpose by any but the client without the previous consent of the appraiser and then only with proper qualifications.
4. The appraiser herein by reason of this report is not required to give future consultation, testimony, or be in attendance in court with reference to the property in question unless arrangements have been previously made.
5. Disclosure of the contents of this report is governed by the Bylaws and Regulations of the Appraisal Foundation. Neither all nor any part of the contents of this report shall be disseminated to the public without the written approval of the author.
6. I assume that after a visual inspection, there are no hidden or unapparent conditions of the property, including the mechanical equipment, subsoil or structures which would render the property more or less valuable. I assume no responsibility for such conditions or for engineering which might be required to discover such factor.
7. Unless otherwise stated in this report, the existence of hazardous material, which may or may not be present on the property, was not observed by the appraiser. The appraiser has no knowledge of the existence of such materials on or in the property. The appraiser, however, is not qualified to detect such substances. The presence of substances such as asbestos, urea-formaldehyde foam insulation, or other potentially hazardous materials may affect the value of the property. The value estimate is predicted on the assumption that there is no such material on or in the property that would cause a loss in value. No responsibility is assumed for any such conditions, or for any expertise or engineering knowledge required to discover them. The client is urged to retain an expert in this field, if desired.



## **CERTIFICATION AND STATEMENT OF LIMITING CONDITIONS**

**CERTIFICATION** I Certify that, to the best of my knowledge and belief:

-the statements of fact contained in this report are true and accurate.

-the report analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal , impartial, and unbiased professional analyses, opinions, and conclusions.

-I have no present or prospective interest in the property that is the subject of this report and no personal interest with the parties involved.

-I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment

-my engagement in this assignment was not contingent upon developing or reporting predetermined results.

-my compensation or completion of this assignment is not contingent upon the development or reporting of a predetermined value or direction in the value that favors the cause of the client, the amount of the value opinion , the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.

-my analyses, opinions, and conclusions were developed , and this report has been prepared, in conformation with the *Uniform Standards of Professional Appraisal Practices*.

-I have not appraised this property within the last 36 months

-no one provided significant real property appraisal assistance to the person(s) signing this certification.

November 5, 2021



Frank Donato.  
N. Y. S. Certified General Real Estate Appraiser  
Cert # 46-22996

I am also familiar with the subject area, having completed a number of assignments in the subject general area.

### **LOCATION AND IDENTIFICATION OF SUBJECT PROPERTY**

The subject parcels are located in the City of Watertown. The subject is located along Washington Street ( Route 11) approximately .33 miles south of the downtown district . The downtown district is developed predominately by older multi story service commercial properties, generally older than 50 years old. The downtown development is generally service commercial on the first level with either commercial or apartment development on any upper levels. The area immediately around the downtown district is a mixture of commercial and residential becoming more residential east and west from the downtown district, as is typical of most medium to smaller cities.

The subject is located approximately .33 miles south of the downtown district with community commercial and residential in the immediate area and service commercial located north and south of the subject.

### **SITE DESCRIPTION**

The following site description is based on personal inspection of the subject property, information provided by owner, and information available in public records.

The subject site contains four contiguous parcel that combine to form a rectangular corner parcel with 217.16 +/- feet of frontage along the east side of Washington Street and 148.05 feet of frontage along the south side of East Flower Avenue. The parcel contains 40,000 + square feet or .9+ acres

### **ZONING**

Parcels one, two and three ( 703 Washington Street, 707 Washington Street and 715 Washington Street) are zoned Neighborhood Business District.

Parcel four ( 108 East Flowers Avenue) is zoned Residential B District.

There is a proposed convenience store with detached fuel island on the site. This use is permitted on parcels one, two and three with special use permit (described in zoning ordinances as special approval of City Council)

A description of each of the above zones along with permitted uses is attached in the addendum section of this report.

## CONSULTING ASSIGNMENT

As stated earlier, the subject parcels are currently made up of four parcels ( which would be assembled ) to contains .9+ acres with 40,000 + square feet. The parcels are proposed to be developed with a 4,000 square foot new one story convenience store with detached fuel island. Per client, the store will operate approximately from 5AM to 11PM. The store will be designed and finished similar to existing newer Stewart's Shops located throughout the state. The store will have a coverage area of approximately 10% of the site. Per attached plot plan provided by client, the fuel island will be located along the north section of the parcel with the building located in the western middle section of the parcel, there will be a vacant buffer area along the southern border of the parcel and parking area located along the eastern section of the site. No structures will be adjacent to the areas that border neighboring properties or near the borders of the subject parcel.

The subject development type as convenience store/fuel sales, is not a destination type use. These uses are generally for customers/patrons in the area as opposed to customers traveling to the area to utilize. This type of development typically has minimal impact on current traffic flow or existing traffic counts.

Per New York State Department of Transportation (NYSDOT) data, the AADT ( average annual daily traffic) along Washington Street is 11,822 vehicles ( between Chestnut Street and Paddock Street). The closest street which bisect Washington Street that NYSDOT measures AADT for is Paddock Street (located one block north of the subject ) with a AADT of 1,729 vehicles, indicating that Washington Street is current used as a thoroughfare with a traffic count approximately 7 times the AADT of adjacent cross streets. Uses similar to the subject, convenience store with fuel island, typically add 20-30 vehicles per day to existing AADT. Based on the published NYSDOT Washington Street AADT of 11,822 vehicles, this represents a .25% (.0025) increase. Which would have no measurable impact on current traffic flow or patterns.

Walk-up customers typically account for a very small portion of the patronage for convenience stores with fuel islands.



Within two Block Radius of proposed Stewart's Shop (703 Washington Street)

**Sale 1**

130 Flower Avenue East, Watertown

Sale Price: \$ 230,000 ( \$ 237,000-\$ 7,000 closing costs)

Sale Date: 8/17/21

House Gross Living Area: 2,070 sq ft

Sale Price per Square foot of Living Space: \$ 111.11

**Sale 2**

161 Paddock Street, Watertown

Sale Price: \$ 325,000

Sale Date: 9/18/21

House Gross Living Area: 3,036 sq ft

Sale Price per Square foot of Living Space: \$ 107.04

**Sale 3146 Bowers**

146 Bowers Avenue, Watertown

Sale Price: \$ 165,000 ( \$ 173,300 - \$ 8,300 closing costs)

Sale Date: 3/22/21

House Gross Living Area: 1,512 sq ft

Sale Price per Square foot of Living Space: \$ 109.13

As can be seen by the above, the subject immediate area around the proposed new store experiences a higher traffic count than the adjacent areas surrounding the proposed store. The minimal additional traffic caused by the proposed Stewart's Shop will have little to no measurable impact on the traffic flow and little to no impact on current traffic pattern. The area is mixed use with a number of non-residential properties in the immediate area. Based on this, the proposed non-residential use will conform to the neighborhood character and uses. Also a comparison was complete of sale price per living area of single family homes within a two block area around the existing closest Stewart's Shop ( which will be closed at completion of the proposed subject property) and the sale price per square foot within a two block radius of the area of the proposed Stewart's Shop. As can be seen by the above, the price per square foot values of the two locations are similar, indicating that the existing Stewart's has not impacted the values of the properties in the surrounding area, a similar result or lack of impact would be expected at the completion of the proposed Stewart's Shop.

**In conclusion, the proposed Stewart's Shop will conform to current non-residential development in the area , have no impact on current traffic and not impact the market values or marketability of the surrounding residential development.**



Cleaner  
Confectioner  
Decorator  
Dressmaker  
Dyer  
Florist  
Furrier  
Hairdresser  
Laundry  
Milliner  
Optician  
Photographer  
Printer  
Shoemaker or repairer  
Shoeshiner

- K. Multifamily dwellings (only by special approval of City Council).  
[Added 6-19-1967]
- L. Animal hospital, constructed with enclosed, soundproof ward and run areas. Such hospital shall be restricted to three examination rooms (only upon special approval of the City Council).  
[Added 6-3-1968; amended 2-2-1970]
- M. Other uses. Upon the recommendation of the Planning Board that such use is of the same general character as those permitted and will not be detrimental to the other uses within the district or to the adjoining land uses and by special approval of the City Council, only after a public hearing.  
[Added 6-3-1968; amended 2-2-1970]
- N. Redemption center.  
[Added 3-2-1998]





**Proposed Stewart's in Watertown, NY**

**Vehicle Data Summary (Motorcycle + Cars & Light Goods + Buses + Trucks) - October 2019**

**Washington Street between Chestnut Street and US 11/Paddock Street, 90' South of Bowers Avenue**

Time Begin	Southbound	Northbound
12:00 AM	24	22
1:00 AM	11	12
2:00 AM	16	10
3:00 AM	17	14
4:00 AM	27	30
5:00 AM	91	92
6:00 AM	192	213
7:00 AM	424	483
8:00 AM	382	526
9:00 AM	360	454
10:00 AM	398	474
11:00 AM	410	522
12:00 PM	425	483
1:00 PM	440	455
2:00 PM	501	544
3:00 PM	476	572
4:00 PM	520	495
5:00 PM	407	491
6:00 PM	275	326
7:00 PM	215	223
8:00 PM	141	160
9:00 PM	101	86
10:00 PM	64	55
11:00 PM	45	52
Total	5,962	6,794

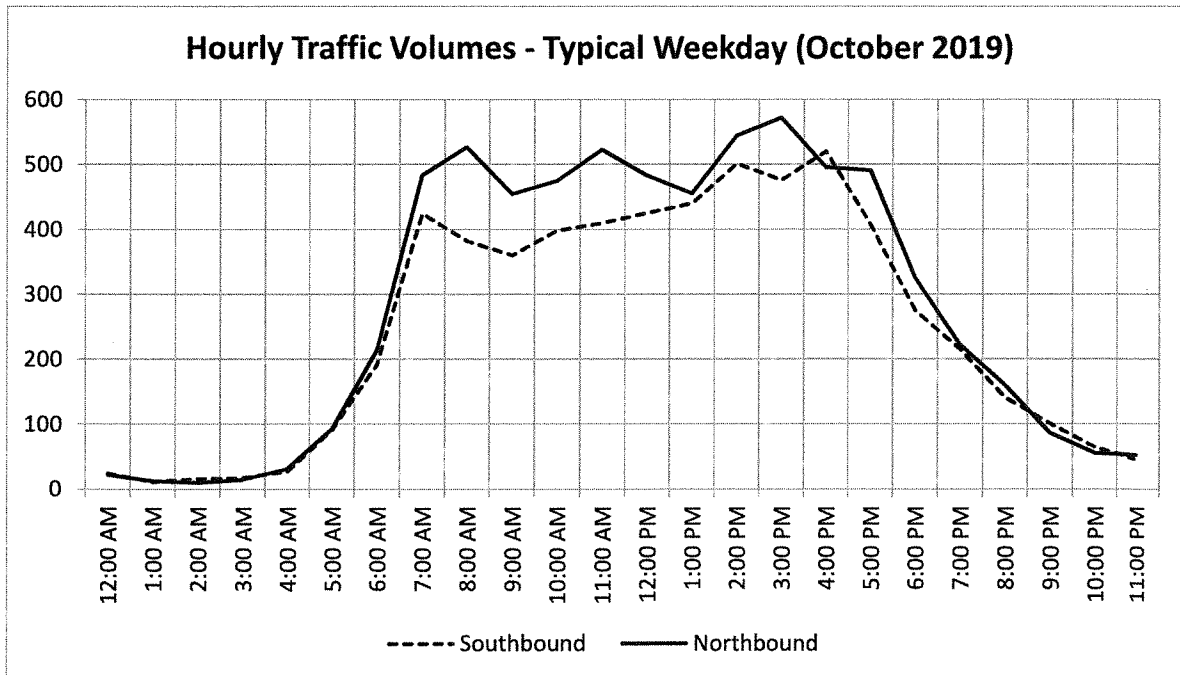
**Traffic Volume Summary**

	Average Weekday Daily Traffic	AADT	Peak Hour Volume
Southbound	5,962	5,525	520
Northbound	6,794	6,297	572

**Speed Summary**

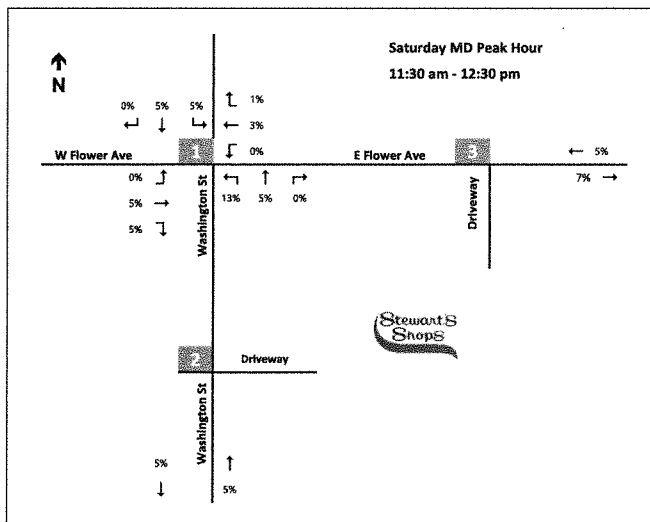
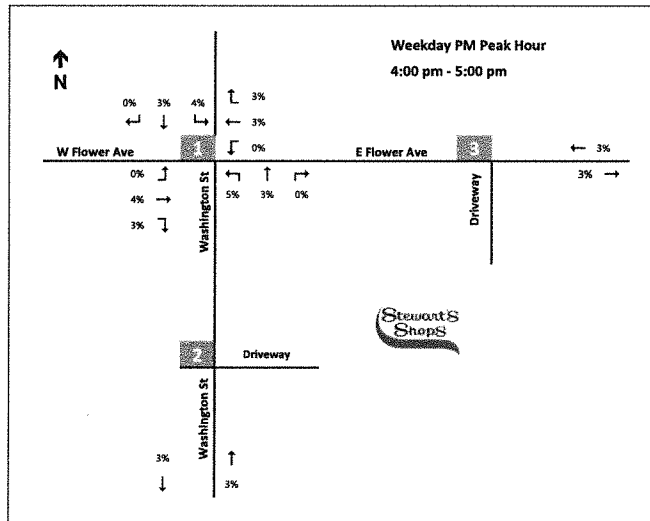
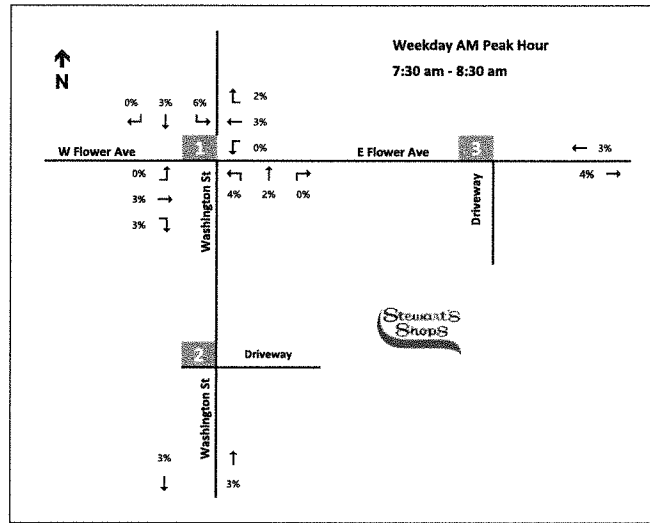
	Average Speed (mph)	50th Percentile Speed (mph)	85th Percentile Speed (mph)
Southbound	28	29	34
Northbound	27	28	33

**Hourly Traffic Volumes - Typical Weekday (October 2019)**



Data source: NYSDOT Traffic Data Viewer

Stewart's Trip Generation shown as percentage of Build 2022 Traffic Volumes







February 28, 2022

Honorable Jeffrey M. Smith, Mayor  
City of Watertown  
245 Washington St.  
Watertown, New York 13601

Mayor Smith and Members of the Watertown City Council,

After the latest submission to the City Council on February 8<sup>th</sup>, Stewart's held a neighborhood forum on February 15<sup>th</sup>. Many of the items that were raised at the forum on the 15<sup>th</sup> were items that would be covered during the Site Plan review by the Planning Board and the Special Use Permit consideration by the City Council. The specific items Stewart's was asked to provide and have analyzed were:

1. A truck routing plan showing the fuel delivery and refuse pickup without vehicles utilizing Flower Ave East (attached), and;
2. A transaction history of the existing Washington Street store along with surrounding stores in Great Bend, Black River and the existing Stewart's on Mill Street.

As was discussed at the forum, the anticipated traffic is based off the square footage of gross floor area by location and a measured value determined by the Institute for Transportation Engineer (ITE) manual. A highlight from the CHA memo is pasted below and shows that in all instances, the existing Washington St store along with those requested from the forum operate below the expectations from the ITE manual (Store #428 is Black River).

Store	Size (sqf)	Predicted (am/pm)	Actual (am/pm)	Net Change
113 Washington St	2009	82 / 99	70 / 51	-12 / -48
436 - Mill Street	3266	133 / 161	42 / 92	-91 / -69
437 - Great Bend	3308	134 / 163	65 / 79	-69 / -84
Store #428	3563	145 / 176	78 / 85	-67 / -91

Traffic was also discussed as it related to pedestrian accommodations through the project corridor. Currently, there is no crosswalk at Washington and Flower and closest signalized intersection is at Paddock/Winslow (0.1 miles) to the north and Chestnut/Thompson (0.4miles) to the south. There is an unsignalized crosswalk at Haley and Samaritan; CHA has included a map of these crosswalks in comparison to the proposed location. The revised Plan and Site memo indicates the increased number of homes reached by the relocation and these homes can be the beneficiary of pedestrian accommodations.

What has not been discussed is the proposed economic implications of the proposed relocation. Currently, the vacant parcels and the house at 108 Flower Ave East generate a property tax revenue to the City of \$5,432.39 and the existing Stewart's on Mill St generates a property tax revenue of \$13,986.64, an estimated annual difference of \$8,644.25. Property tax is not the only anticipated revenue increase estimated by the project as Stewart's will anticipate an increase in its business and subsequent increase in the hours worked to support the store. The estimated net change from the current annual payroll to the anticipated annual payroll is \$61,776; this does not include a multiplier on the payroll dollars or the sales tax revenue changes.

Finally, understanding that there is often a silent support for projects of this nature; Stewart's received over 200 signatures on a petition placed in the existing store. This support comes from both residents of Watertown and those that frequent the store understanding the proposed location provides a more sustainable location into the future.

Stewart's appreciates the opportunity to present this and any additional information the Council may find relevant at their earliest convenience. If there are any questions, please feel free to reach me at (518) 269-0664.

Respectfully,

Chuck

Charles "Chuck" Marshall  
Stewart's Shops Corp.

Attachments:

CHA Project Memo dated February 25, 2022  
Plan and Site Memo dated February 2022  
Stewart's Anticipated Economic Implications  
Stewart's Truck Routing and Refuse Pickup





## Zoning Change Request 108 Flower Avenue East Stewart's Shops

February 2022

Prepared by Sophia Marruso, AICP, CPESC

### Summary of Request

The applicant, Stewart's Shops, is requesting a zoning change for the parcel at 108 Flower Avenue East, near the intersection of Washington Street and Flower Avenue East. The existing zoning designation of this parcel is Residence B and is non-conforming in lot size and width. The requested zoning change proposes modifying the zoning of this parcel to Neighborhood Business, which would create uniform zoning for the proposed project site. With the City Council's approval of the zoning change request, special use permit for gasoline sales, and site plan approval, Stewart's Shops proposes the relocation of Shop # 113 at 1226 Washington Street to a new 3,975 square foot store with fueling stations at 703 Washington Street, the corner lot at the intersection of Washington Street and Flower Avenue East.



108 Flower Avenue East  
Tax ID: 11-12-127.000

### Zoning Status and Parcel Information

In the current condition, the majority of the project area complies with the zoning

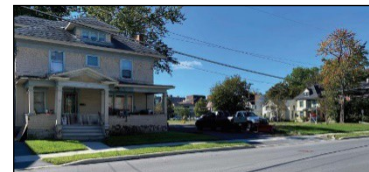
requirements for retail with gasoline sales use. The total proposed project area consists of .86 acres; three parcels totaling .76 acres in area are zoned Neighborhood Business. The fourth parcel at 108 Flower Ave East is .1 acre in area and is zoned Residence B. In its existing condition, this parcel is non-conforming in lot size, lot width, and potentially front yard setback and maximum building coverage. The applicant is seeking to amend the zoning designation of the subject parcel to Neighborhood Business for consistency of project zoning and incorporation of the subject parcel into the project area. The zoning change request affects less than 12% (11.6%) of the proposed project area. Upon approval of the requested zoning change, the .1-acre subject parcel may be included in the site plan, supporting the placement of drive aisle access, landscaping and buffering. Lots shall be combined upon approval and with the approval of the zoning change request, the zoning designation for the site will be uniform and will rectify existing zoning nonconformities.



Location of the northern access within this parcel provides adequate separation from the intersection, improving the safety of pedestrians and traffic conditions at this site. Presently, there are two other active shop locations within the City. Stewart's Shop #433 at 229 North Massey Street is .71 acres and Stewart's Shop #436 at 508 Mill Street is .625 acres. The new proposed location is slightly larger in lot area and is appropriately scaled to support the access needs for the site and proper mitigation measures to the adjacent residential uses.

### Community and Neighborhood Benefits

The development opportunity afforded by approval of the aforementioned requests for zoning change and special use permit will provide ample benefits to the immediate neighborhood and the City of Watertown as a whole. Conversion of the vacant corner lot to an active neighborhood shop improves the community character, provides natural surveillance and territorial reinforcement which enhances sense of safety and security for community members, and can help deter criminal activity.<sup>1</sup>







Relocation of the Stewart's Shop from 1226 Washington Street to 703 Washington Street improves the access of goods and amenities for notably denser multi-family residential population. Using the property class data available through the City of Watertown GIS mapper, the land use composition of the neighborhoods surrounding the existing shop and proposed shop locations were evaluated at a quarter mile and half mile radii.

At the 1/4 mile boundary, the new proposed shop location is substantially more accessible to a higher density of residents living within multi-family residential housing. As shown in the

Neighborhood Composition				
Property Class	¼ (Quarter) Mile Radius (# of Parcels)		½ (Half) Mile Radius (# of Parcels)	
	Existing Shop	Proposed Shop	Existing Shop	Proposed Shop
Single-Family Residence	218	201	788	903
Two-Family Residence	10	69	47	192
Three-Family	3	19	11	66
Apartment/ Group Residential	3	19	6	80
Commercial/ Professional	11	7	15	36
Small Business/ Converted Residential	6	12	10	29
Medical	0	5	4	5
Civic	2	2	6	21

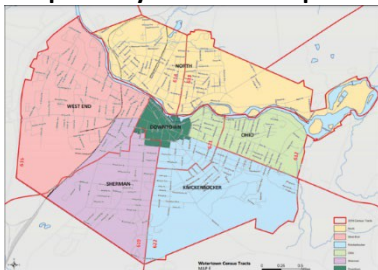
adjacent table, the new location could serve nearly 6 times more two-family residences, 5 times more three-family residences, 5 times more apartment / group residence buildings, and twice as many small business / converted residential properties.

Additionally, the Samaritan Medical Center and associated medical services will be entirely located within the 1/4 mile radius of the proposed location. Note that while the existing shop location serves a slightly higher number of single-family residences, commercial/professional properties and an equal number of civic sites within its 1/4 mile radius, comparison of the 1/2 mile radius counts between the two locations shows that the proposed shop

location serves a greater number of properties of all property classes- including substantial areas of two- and three-family residences, apartments, commercial and professional, and civic properties. Ultimately, the suite of active commercial, professional, and medical uses near the proposed site and the vastly higher density of multi-family residential development is compatible with, and benefits from, an active Stewart's Shop at this location.

The new proposed shop has been designed in accordance with the applicable zoning and bulk requirements of the Neighborhood Business district and has striven for full conformance to these regulations. At the site plan level, the shop would provide accompanying streetscape improvements, including street tree plantings along Washington Street and Flower Avenue East, landscaping and planting areas, and appropriately-scaled street and pedestrian lighting. These environmental and aesthetic enhancements will bring added value to this highly-visible location.

### Compatibility with the Comprehensive Plan



The proposed zoning change request and development of a new Stewart's Shop addresses several elements of Watertown's vision for the City as established within the Comprehensive Plan, particularly economic development and sustainability and resiliency. The key industries identified as drivers of Watertown's economy are healthcare and social services, retail trade, and accommodations and food service<sup>ii</sup>. The Comprehensive Plan establishes, "...as a regional destination, the City should reinforce existing strengths and markets. It should also support the growth of key industries, including by attracting new businesses, employees, and potential consumers to

Watertown"<sup>iii</sup>. Relocation and expansion of the store supports opportunities for employment and generation of tax revenue (sales and property), which are in direct alignment with the aforementioned Comprehensive Plan recommendation.

Additionally, the City's Comprehensive Plan identifies opportunity to improve access to food and goods within the Downtown and adjacent neighborhoods. The plan states, "... while there are grocery stores at the edges of the city, there are none within walking distance to Downtown or the neighborhoods immediately adjacent", noting that coordination with neighborhoods, non-profits and private sector should be taken to evaluate food access within these neighborhoods<sup>iv</sup>. The proposed shop location is on the western edge of the Knickerbocker neighborhood and to the east of the Sherman neighborhood. The southernmost area of the Downtown neighborhood falls within the 1/2 mile radius boundary established for the new location, further validating that the new shop location will be advantageous to residents of various means and improving accessibility of goods and services to City residents.

Pursuant to its sustainability and resiliency goals, the City of Watertown has stated that it, “.... aims to be a community with clean air, land, and water...greenhouse gas (GHG) emissions and global climate change pose an ongoing challenge to this goal, especially for already vulnerable populations. Local climate action planning is a proactive way to address this challenge.”<sup>v</sup>. Providing residents services and amenities within a walkable distance can decrease vehicular use, lower local emissions, and reduce ambient noise<sup>vi</sup>, all of which respond to the City’s call for improved sustainability and resilience. In accordance with the recommendation issued by the Planning and Community Development Director (Memorandum, 9/30/21) and the planning and zoning compliance assessment provided herein, the applicant is hopeful that the requested zone change may be found to be in harmony with the Comprehensive Plan.

## Conclusion

The request for the zoning change of the subject parcel and special use permit at 108 Flower Avenue East is minor in nature, affords an opportunity to rectify pre-existing nonconforming parcel conditions, supports vibrant redevelopment of a vacant corner lot at a visible local intersection, increases accessibility of goods and services to a greater residential population and commercial area- all of which collectively align with key goals and recommendations defined within the City of Watertown’s Comprehensive Plan and contribute to the improvement of this active neighborhood.

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<sup>v</sup>Crime Prevention Through Environmental Design Guidebook, National Crime Prevention Council of Singapore

<sup>vi</sup>City of Watertown Comprehensive Plan, 2019. Page 49.

<sup>vii</sup>City of Watertown Comprehensive Plan, 2019. Page 50.

<sup>viii</sup>City of Watertown Comprehensive Plan, 2019. Page 54.

<sup>ix</sup>City of Watertown Comprehensive Plan, 2019. Page 55.

<sup>x</sup>“Ten environmental benefits of walkable places”, by Robert Steutville, Congress for New Urbanism. 31 Aug 2021. <https://www.cnu.org/publicsquare/2021/08/31/ten-environmental-benefits-walkable-places>



February 25, 2022

Chuck Marshall  
Land Development/Permitting  
Stewart's Shops Corp.  
2907 State Route 9  
Ballston Spa, New York, 12020

**RE: Project Memo: Trip Generation Calibration and Pedestrian Crossing Options  
Stewart's Shops – Washington Street/Flower Avenue Site, Watertown, NY**

Based on input received during the Public Information Meeting held on February 15, 2022, we have developed this memo to further refine the anticipated trip generation characteristics and pedestrian crossing options related to the proposed store.

#### TRIP GENERATION CALIBRATION

##### **Background:**

As shown in the initial Trip Generation Assessment, anticipated vehicle usage was calculated using The Institute of Transportation Engineers (ITE) *Trip Generation Manual*, using industry-standard guidelines to estimate the number of vehicular trips based upon the square footage of a proposed facility for a particular use.

##### **Trip Generation Refinement:**

As requested at the public information meeting, Stewart's has collected actual usage data from similar and nearby Stewart's Shops in order to further refine the traffic estimates. Using actual customer visit numbers for similar stores allows the ITE calculations to be calibrated to localized conditions and not rely solely on general industry standards.

For example, a "Convenience Market with Gas Pumps" of 2,009 square feet would expect a predicted peak usage of 82 vehicles in the morning peak hour and 99 vehicles in the afternoon peak hour using the standard ITE guidelines. However, the existing Stewart's Shop store at 113 Washington Street (2,009 sqf) seen an actual customer peak of 70 visits during the morning peak and 51 visits during the afternoon peak, as shown in the sales data:

1226 Washington St			2,009
HOUR	INSIDE	Pay @ Pump	TOTAL
04	5	3	8
05	10	2	12
06	39	5	44
07	67	3	70
08	48	12	60
09	48	8	56
10	36	5	41
11	57	7	64
12	49	3	52
13	46	5	51

1226 Washington St			2,009
HOUR	INSIDE	Pay @ Pump	TOTAL
14	38	6	44
15	41	10	51
16	36	6	42
17	36	7	43
18	28	9	37
19	35	3	38
20	25	5	30
21	9	1	10
22	12	1	13
23	6	0	6



Similar usage patterns were calculated using other nearby Stewart's Shops stores of comparable sizes:

Store	Size (sqf)	Predicted (am/pm)	Actual (am/pm)	Net Change
113 Washington St	2009	82 / 99	70 / 51	-12 / -48
436 - Mill Street	3266	133 / 161	42 / 92	-91 / -69
437 - Great Bend	3308	134 / 163	65 / 79	-69 / -84
Store #428	3563	145 / 176	78 / 85	-67 / -91

In each case, Stewart's Shops actual trips trend below the ITE guideline predictions.

Based on the actual customer visitation numbers, the stores average a morning peak of 0.022 visits per square foot and an afternoon peak of 0.025 visitors per square foot of store area. Using these averages of similar stores, the proposed shop with 3,975 sqf would likely experience a morning peak of 89 visits and an afternoon peak of 101 visits (replacing the initial estimates of 162 visits and 196 visits, respectively). The refined trip estimates would result in no change to the existing Level-of-Service along Washington and Flower Streets.

### PEDESTRIAN CROSSING OPTIONS

#### **Existing Conditions:**

In the project vicinity, signalized pedestrian crosswalks are currently located at the intersection of Paddock Street / Winslow Street (0.1 miles north of the proposed store) and Thompson Blvd / Chestnut Street (0.4 miles south). An unsignalized crosswalk can be found at the Haley Street / Samaritan Medical Center (0.2 miles south).



### **Crosswalk Options:**

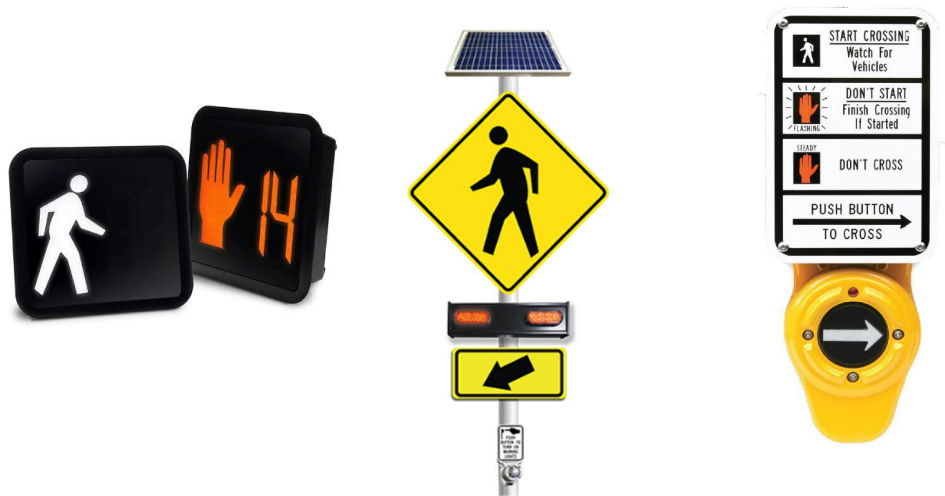
#### *Null / None:*

With the closest existing crosswalk approximately 0.1 miles north of the proposed store, pedestrians coming from the north are fully accommodated. In addition, this crosswalk is less than a 2-minute walk from the store location.

From the south, pedestrians can cross using the unsignalized crossing at Haley / Samaritan, less than a 4-minute walk from the proposed store location.

#### *New Pedestrian Signal at Washington / Flower:*

A pedestrian-activated crosswalk signal could be installed nearby the proposed site, using NYSDOT standard crosswalks and Rectangular-Rapid-Flashing-Beacon (RRFB) sign assemblies.



This option would present some vehicular delays (when the crossing is activated). Care would need to be taken regarding proper placement, equipment, and visibility.

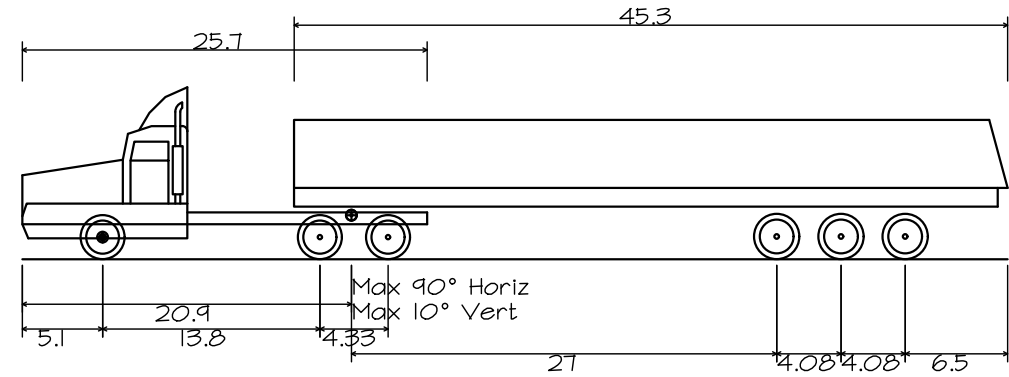
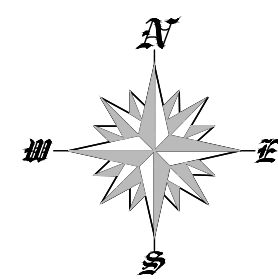
If any of these options are requested, or if you need additional information, please feel free to contact me.

Sincerely,

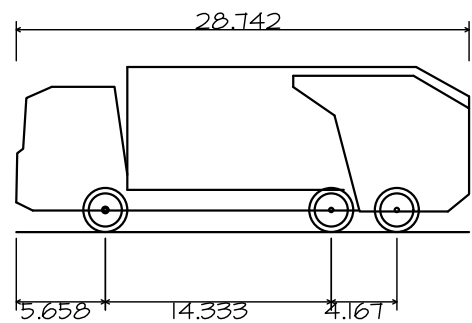
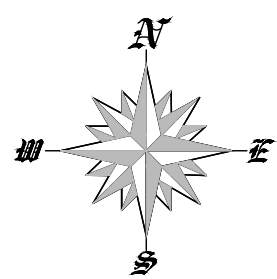
Luke Morenus, P.E.  
Sr. Project Manager  
lmorenus@chacompanies.com

Economic Implications of Proposed Washington Street Stewart's Relocation						
Current Taxes Washington and East Flower Ave						
Address	SBL	Assessment (FMV)	City Tax	School	County	Total
108 Flower Ave E	11-12-127.000	\$134,565.00	\$1,107.39	\$1,363.79	\$998.85	\$3,470.03
703 Washington St	11-12-126.000	\$31,957.00	\$262.98	\$323.87	\$237.21	\$824.06
707 Washington St	11-12-125.000	\$21,413.00	\$176.22	\$217.01	\$158.94	\$552.17
715 Washington St	11-12-124.000	\$19,239.00	\$158.33	\$194.99	\$142.81	\$496.13
		\$207,174.00	\$1,704.92	\$2,099.66	\$1,537.81	\$5,342.39
508 Mill St - Taxes						Total
508 Mill St	3-03-406.100	\$542,391.00	\$4,463.56	\$5,497.03	\$4,026.05	\$13,986.64
				Estimated Property Tax Difference		\$8,644.25
Payroll Dollars and Hours						
Average Employee Hours	270	Average Weekly Payroll		\$5,940	Annual Payroll	\$308,880
Estimated Weekly Hours	324	Estimated Weekly Payroll		\$7,128	Estimated Payroll	\$370,656
Difference in Weekly Hours	54	Difference in Weekly Payroll		\$1,188	Difference in Annual Payroll	\$61,776

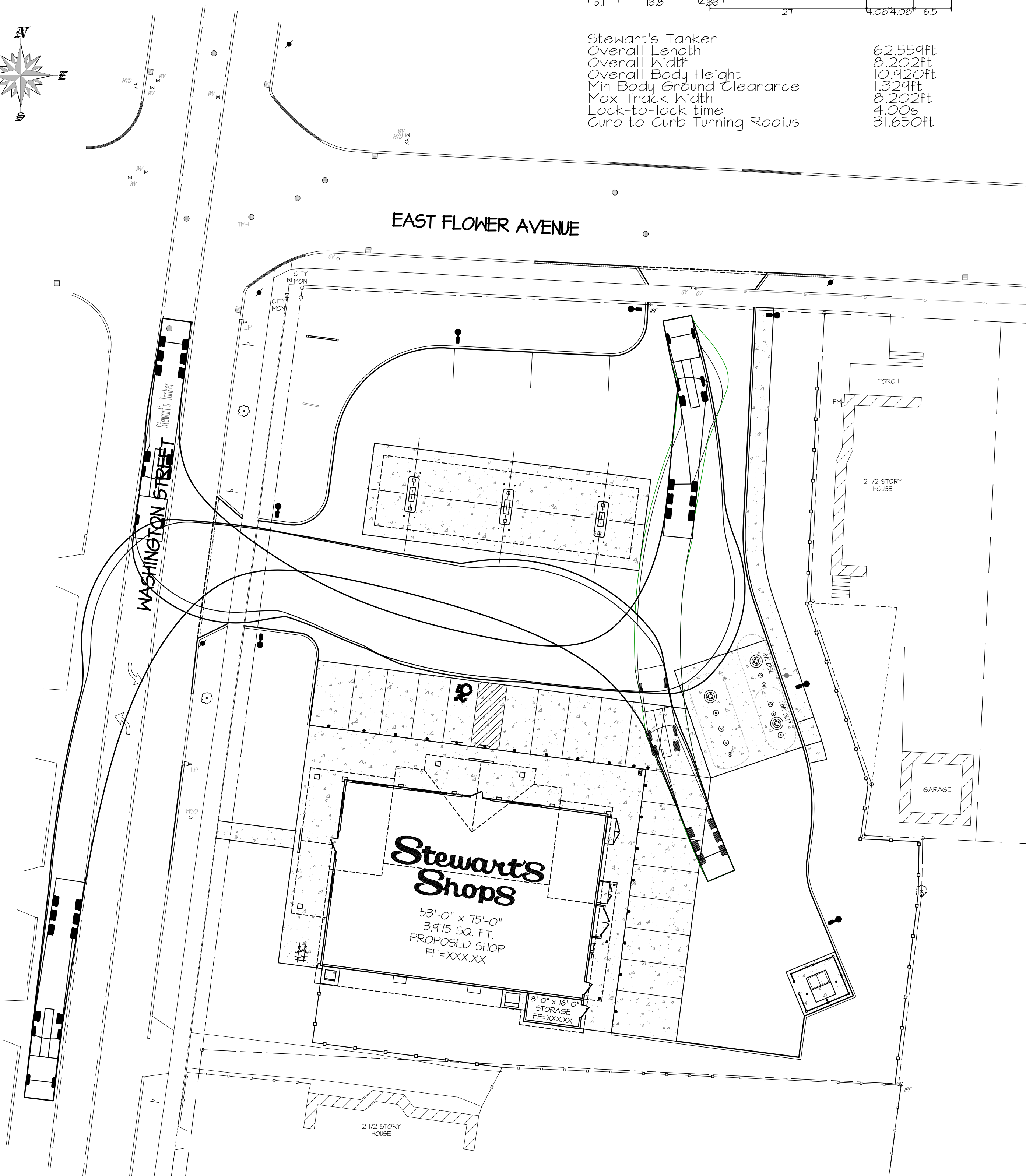




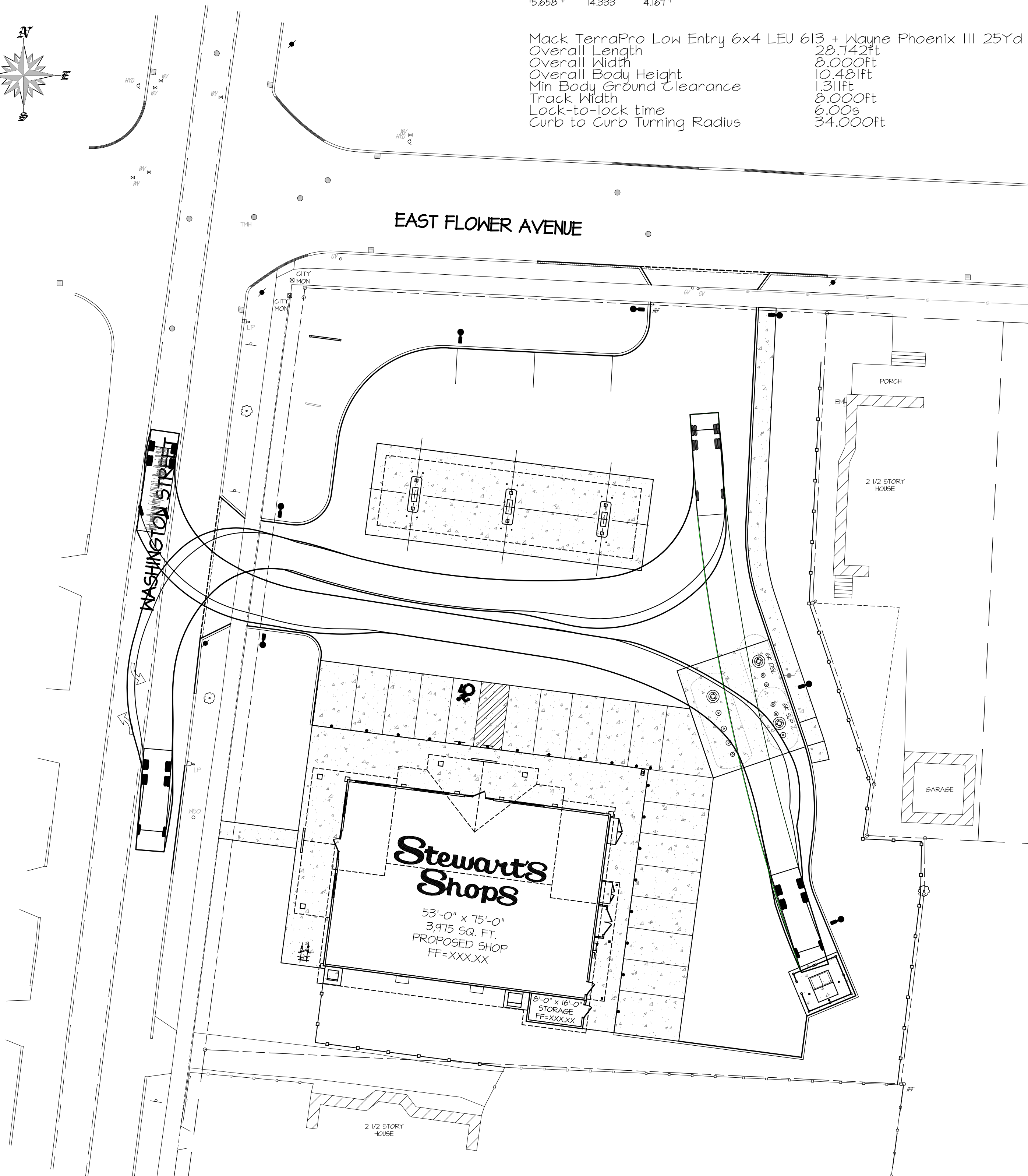
Stewart's Tanker  
Overall Length 62.55ft  
Overall Width 8.20ft  
Overall Body Height 10.92ft  
Min Body Ground Clearance 1.32ft  
Max Track Width 8.20ft  
Lock-to-lock time 4.00s  
Curb to Curb Turning Radius 31.65ft



Mack TerraPro Low Entry 6x4 LEU 613 + Wayne Phoenix III 25Yd  
Overall Length 28.74ft  
Overall Width 8.00ft  
Overall Body Height 10.48ft  
Min Body Ground Clearance 1.31ft  
Track Width 8.00ft  
Lock-to-lock time 6.00s  
Curb to Curb Turning Radius 34.00ft



FUEL TANKER



REFUSE TRUCK



ALTERATIONS TO THIS DOCUMENT BY OTHER THAN AN AUTHORIZED LICENSED PROFESSIONAL ENGINEER IS ILLEGAL AND A VIOLATION OF THE NEW YORK STATE EDUCATION LAW

WASHINGTON STREET - WSHX - 113

WASHINGTON STREET & EAST FLOWER AVE - WATERTOWN, NY 13601

DATE	NO.	REVISIONS



SARATOGA SPRINGS, NY 12866  
TEL: (518)581-1200 FAX (518)581-1209

DRAWN BY: CP  
SCALE: 1" = 20'  
DATE: 9/3/21

DRAWING NO. S-9

TITLE: TRUCK ROUTING PLAN

Maryellen Blevins PA-C, MPAS, CWS, DWC  
719 Washington St  
Watertown, NY 13601

September 30, 2021

Planning Board of Watertown  
City of Watertown  
City Hall  
245 Washington St  
Watertown, NY 13601

Dear Planning Board:

I am writing to you about my concerns of the proposed Stewart's gas station relocation to the corner of Flower Avenue and Washington Street. I am a physician assistant and I am seeing patients through the time of the scheduled planning board meeting, otherwise I would be there in person. The meeting will likely be a discussion of a change of zoning for 108 Flower Avenue from Residential B to Neighborhood Business or for approval of the proposed building plan. I would appreciate it if you would read this letter at the meeting, so that my voice is heard on this issue.

As prospective neighbors living at 719 Washington Street, we have many concerns over this, as should all of us. Washington Street is a busy street making it, at times, difficult to cross. As business owners, increasing the traffic will make it harder for our clients to access our establishment. My husband is a massage therapist and the environment for his clients is important to help promote peace and relaxation. A gas station will bring an increase in noise, the smell of garbage and the smell of gas. Garbage brings other unacceptable problems, such as an increase in rodents.

Now believe it or not, these are the least of our concerns. Gas stations have to open vent the vapors that are generated in the gas storage tanks. In addition to that, the trucks that fill their tanks with gas use a hose to absorb the vapors; however, about 10% of these vapors are not absorbed and are released into the air. These vapors are made up of Benzene, Toluene, and Xylene. Benzene has sufficient research behind it to state that exposure to this chemical causes breast cancer and leukemia.<sup>1,2</sup> In a 2019 publication, gas stations were randomly tested and even though there are regulations to prevent excessive release of these carcinogens, it was noted that the vapors being released often exceeded the regulation limit. The conclusion of the study recommended that gas stations should not be built within 175 yards of a residential area due to the risk of toxic fume exposure. We have young children and having years of inhalation exposure

to toxic fumes is not acceptable to us, nor should it be to anyone else. We have multiple healthcare businesses in this area and this is not good for patients either.

Now many may ask what's the difference? Stewart's is already located up the road. What difference is it to move it several blocks down? Well there are a few differences. The new location is more densely populated with family homes. It is also important to point out when this gas station was originally built, the current knowledge we have about the toxicity of the gas vapors was not available. With time, we learn more. The point of the new knowledge is to use it to make situations better, not to ignore the knowledge and say well we did it this way in the past so we should continue to do it this way at the cost of harming our community. Let's do better! Companies will do what benefits them the most, but as a community we need to do what benefits us the most and it's not a gas station on the corner of Flower Avenue and Washington Street.

Sincerely, *Randall Blevins*

A handwritten signature in cursive script, appearing to read 'R Blevins'.

Randall Blevins LMT and Maryellen Blevins PA-C, MPAS, CWS, DWC

1. American Cancer Society. Benzene and cancer risk. Cancer.org. Revised January 6, 2016. Accessed September 30, 2021. <https://www.cancer.org/cancer/cancer-causes/benzene.html>
2. Breast Cancer Prevention Partners. Benzene. Bcpp.org. Reviewed 2019. Accessed September 30, 2021. <https://www.bcpp.org/resource/benzene/>
3. Hilpert M, Rule AM, Adria-Mora B, Tiberi T. Vent pipe emissions from storage tanks at gas stations: Implications for setback distances. *Sci Total Environ*. 2019;10(650 part2);2239-2250.



Maryellen Blevins  
719 Washington St  
Watertown, NY 13601

September 30, 2021

Planning Board  
245 Washington ST  
Watertown, NY 13601

This letter is an addendum to my original letter, which I would appreciate being read at the meeting occurring on 10/5/21 as well.

Although I appreciate Chuck Marshall responding to my concerns, he did not answer my main concern of open venting of Benzene. What he explained was how the delivery trucks fill the underground gas tanks. These trucks do have an extra hose to absorb vapors; however, those hoses are not perfect and on average leak 10% of the vapors into the air with each episode of filling.

Now there is a separate issue of open venting of the gas storage tanks under the ground. These tanks build up pressure and the pressure must be released. It is released into the air by an open vent which is clearly diagrammed in his letter. Although there are regulations on how much vapor is released, the study previously quoted shows that on random testing, gas stations go over that limit regularly.

This situation causes air pollution and that is why the recommendation from the study states gas stations should be beyond 175 yards from residences.

As far as the traffic issue, Chuck is quoting statistics that are 2 years old and assuming that there has not been any significant increase in that time and the gas station won't change that in any impactful way. That is a lot of assuming.

As far as our property values, it is clear he is aware of the impact of those values, since he is consulting someone to know just how much that is.

It is clear from his letter and my above responses that my concerns have not been addressed.

Thank you for your time.

Maryellen Blevins PA-C



September 30, 2021

Ms. Maryellen Blevins  
719 Washington St.  
Watertown, New York 13601

Ms. Blevins,

It was nice meeting you on Tuesday despite our differences on the proposed Stewart's. Since we hope to be neighbors, I wanted to attempt and address some of the concerns you voiced.

#### **Gasoline Storage and Vapor Recovery**

Outside of the City of Watertown's zoning which directs the zones where gasoline sales are allowed or prohibited, the City does not have a specific code for gasoline storage. Most of the regulation regarding petroleum bulk storage stems from the New York State Department of Environmental Conservation and particularly 6 NYCRR Part 613. In our understanding and familiarity with these regulations, there is nothing prohibiting the proposed Stewart's development at Washington Street and Flower Avenue East.

We have attached our "Petroleum Storage Equipment – Design, Installation and Maintenance" narrative which is developed by our Professional Geologist. On the first page under the "Tanks" subject I've highlighted the information pertaining to vapor recovery which you expressed as a concern. Here, you'll see the vapor is returned to our trucks and brought to our plant instead of being released into the environment.

#### **Traffic Generation**

The Institute for Transportation Engineers (ITE) categorizes a Convenience Market with Gasoline Pumps under Land Use Code 853. Pursuant to this manual, there's a 63% "pass by" assignment for our use based off the existing roadway network. In 2019, the New York State Department of Transportation (NYSDOT) concluded its most recent counting to determine the Average Annual Daily Traffic (AADT) volume and it was indicated that there are 11,822 cars/day traveling on Washington Street. The 11,822 represents a decrease in traffic from the NYSDOT hourly counts completed for 2011 which totaled 13,999. A percentage has been assigned per hour and inferred for the 2019 counts to show a potential impact. Extrapolating the 2019 volume from 2011 hourly counts there's less than an 8% impact for the AM and PM peak hours.

A Trip Generation letter has been developed by Jaykrushna Patel, P.E. of CHA Consulting to further explain the traffic impacts.

#### **Impact on Home Values**

Stewart's has contracted with Donato Real Estate Appraisal and Consulting to determine the potential impact on home values pursuant to your concern.

#### **Layout and Site Specific Elements**

In the packet previously sent, a Site Plan and elevations were included. The proposed building lights along the southern edge have been switched from operating on a timer to operating via switch which will eliminate light adjacent to your property this is reflected in attached photometric plan. Also, as we discussed the building is twenty-four (24) feet tall and proposed gasoline canopy fourteen (14), using the building to block the majority of your view into the commercial activity.

Should you have additional questions, please don't hesitate to reach me at [cmarshall@stewartsshops.com](mailto:cmarshall@stewartsshops.com) or (518) 269-0664.

Regards,

*Chuck*

Charles "Chuck" Marshall  
Stewart's Shops Corp.

P.O. Box 435 Saratoga Springs, NY 12866



### **Petroleum Storage Equipment – Design, Installation & Maintenance**

As a family- and employee-owned business that owns its real estate, Stewart's puts a tremendous investment into our high standards for petroleum storage equipment and its maintenance. We live in the communities we serve, and keep a steady focus on compliance excellence to protect the environment and our drinking water sources.

All of our newly installed gasoline facilities meet and/or well exceed all relevant codes and regulations including NYS DEC codes 6NYCRR part 613, NFPA (National Fire Protection Association) codes, and the New York State Uniform Fire Prevention and Building Code. We are proud to lead the industry in New York State for petroleum storage compliance.

#### **Tanks:**

To protect our shared natural resources, our new systems utilize the latest in double-walled Fiberglass-Reinforced Plastic (FRP) tank design, system-wide secondary containment, 24/7 electronic monitoring, leak detection, overfill protection, spill prevention, and remote alarm reporting. We have not experienced a release to the environment from similar FRP systems in the 16 years we've been installing them.

Our FRP tanks by their very nature are corrosion-proof, and thereby do not experience degradation from contact with soil or groundwater. This ensures a long-lasting tank with walls that retain their structure and tightness for decades. Our tanks are also double-walled, or in other words are constructed as a "tank within a tank", with an interstitial space that is brine-filled and monitored electronically for any change 24 hours a day, 7 days a week. In the rare event of a leak in either the inner (primary) or outer (secondary) wall, the change in brine level will instantly alert us of an issue. Any alarms triggered by our system are visible and audible at the shop, and are also visible at our headquarters via web console and email/mobile phone for the fastest possible response. And the double-walled construction ensures that the product stored never reaches the environment, allowing time to empty the vessel and make a lasting, quality repair.

The FRP tanks deliver stored fuel via submersible turbine pumps (STPs) to our dispensers under pressure. The STPs and ancillary tank-top equipment are enclosed within secondary containment sumps sealed to the top of the tanks. If a leak were to occur in this equipment, it would be fully contained by the sump and would not reach the environment. All STP sumps are monitored 24/7 by liquid sensors, which instantly trigger an alarm at the shop and our headquarters as above in the presence of liquid (even water).

Our FRP tanks are also specially equipped to prevent overfilling during a fuel delivery via an automatic shut-off mechanism which stops the flow of fuel into the tank when it reaches 95% capacity (but does allow the deliverer to safely empty the delivery hose into the tank before disconnecting). A 15-gallon spill bucket surrounds the fill port so that, in the event of a mishap during hose handling, any spilled fuel is immediately contained and will not reach the environment. Venting of the tanks includes **Stage I Vapor Recovery, which returns any gasoline vapors from our tanks to the truck during delivery to prevent the unwanted release of petroleum vapors to the air.**

#### **Piping:**

Flexible double-walled piping is used on all of our underground systems. The flexible design not only avoids the stress failures that befall rigid piping, but also gives the piping layout a seamless design from the tanks all the way to the dispensers. Fewer fittings means fewer opportunities for a leak. The interstitial space between the two piping walls is monitored electronically 24/7 and would allow a leak to drain safely back to the tank sump without ever reaching the environment. The piping is also installed in a 4" diameter conduit, giving a de-facto

**P.O. Box 435 Saratoga Springs, NY 12866**



triple containment construction and providing greater physical protection to the outer wall. The pressurized inner wall which carries the petroleum to the dispensers is also monitored 24/7 by an electronic line leak detector, which in the event of a pressure loss not only triggers alarms at the shop and our headquarters, but also shuts down the flow of fuel from the associated tanks to stop product loss.

Dispensers:

Our dispensers also contain spill prevention designs. Beneath every dispenser is a secondary containment sump which catches and contains any leaks or drips that might occur inside the dispenser cabinet, thus preventing the release of petroleum to the environment. Liquid within this sump is allowed to communicate through the interstitial space of the piping back to the tank's STP sump, there triggering the liquid sensor alarm at the shop and our headquarters for a rapid response and repair.

Breakaway fittings are installed on the dispenser hoses which allow all hoses to safely release from the dispenser and stop the flow of fuel in the event of a drive-off where the nozzle is still in a customer's tank. Nozzles are all equipped with an automatic shutoff feature to alert the customer that their tank is almost full, thereby reducing the likelihood of an overfill. Shear (or "impact") valves are installed in piping beneath the dispensers and are designed to break or shear at a controlled point in the event of a car-dispenser accident, automatically shut off the flow of fuel from the tanks, and prevent backflow from within the affected dispenser.

Electronic Safeguards:

Besides the line leak detectors, sump liquid sensors, and interstitial liquid sensors mentioned above, our system operation is monitored continuously by an automatic tank gauge (ATG) which acts as the "brain". It receives and relays input 24/7 from the various sensors and probes, monitors inventory levels, measures deliveries, senses for water, and alerts Stewart's of any unusual operating conditions or alarms. Our systems are also equipped with one-touch "E-Stop" buttons that allow a user to instantly stop the flow of fuel and disconnect all power and communication circuits to the dispensers in the event of an emergency.

Maintenance, Training & Inspection:

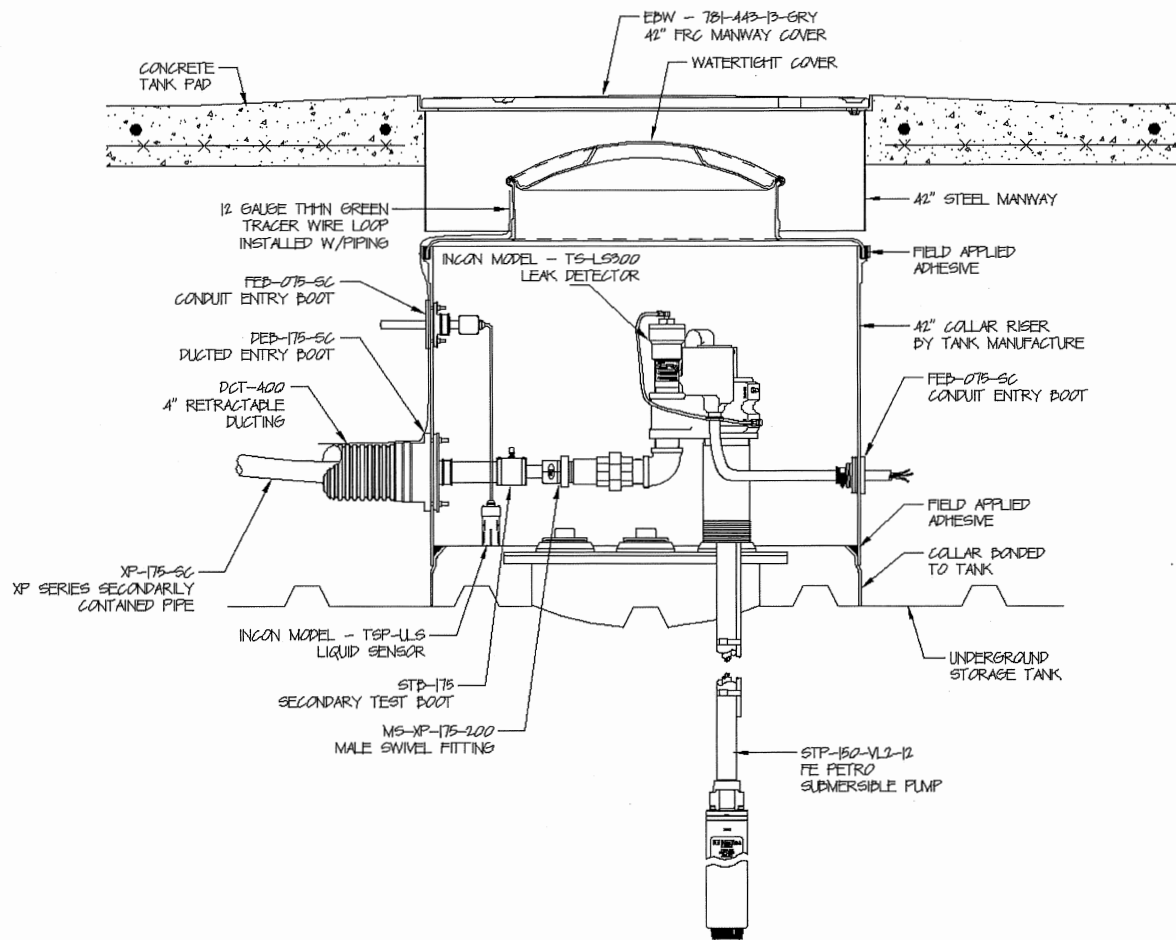
Once a facility is in operation, multiple measures are taken to maintain a safe facility. Our procedures include constant automatic gauging of fuel storage tanks to reconcile inventory daily. We know every day if our physical inventory of fuel matches what our records show we should have, and any deviations are vigorously investigated. Fuel dispensers are calibrated regularly, and the Department of Weights and Measures checks the calibration of the pumps on a routine basis. This ensures that an accurate inventory reconciliation is possible.

Although we are years ahead of the EPA deadline for performing this, Stewart's is currently inspecting and hydrostatically testing its secondary containment and overfill protection equipment to prove functionality in the unlikely event of a primary containment failure. Tank top sumps, under-dispenser sumps and fill port spill buckets are carefully inspected and then filled with water for a set time period to prove tightness. Overfill protection devices such as automatic shut-off are pulled, inspected, and their shutoff functionality is confirmed. This is all repeated every 3 years.

We provide initial and continuous Class C Operator training to our shop personnel and maintenance employees in order to equip them to properly operate a petroleum bulk storage facility with emphasis on protection of human health and the environment. Employees are trained to stop, contain, clean, and report all surface spills to a Corporate Spill Responder and involve emergency responders as needed. All shops stock spill clean-up materials. This training program will become mandatory in late 2016, however Stewart's Shops Corp. has been training this way since 2003. We also fully inspect our systems and inventory records on a monthly basis and then audit those inspections annually. Our inspections go far beyond the NYSDEC inspection scope, which occurs every 3 years. Abbreviated monthly inspections will be required by NYS after this year, but Stewart's has been conducting thorough monthly inspections for the past 13 years.

We simply cannot overstate our commitment to operate safe, compliant, well-maintained underground storage tank systems for the protection of our neighborhoods and local environment.

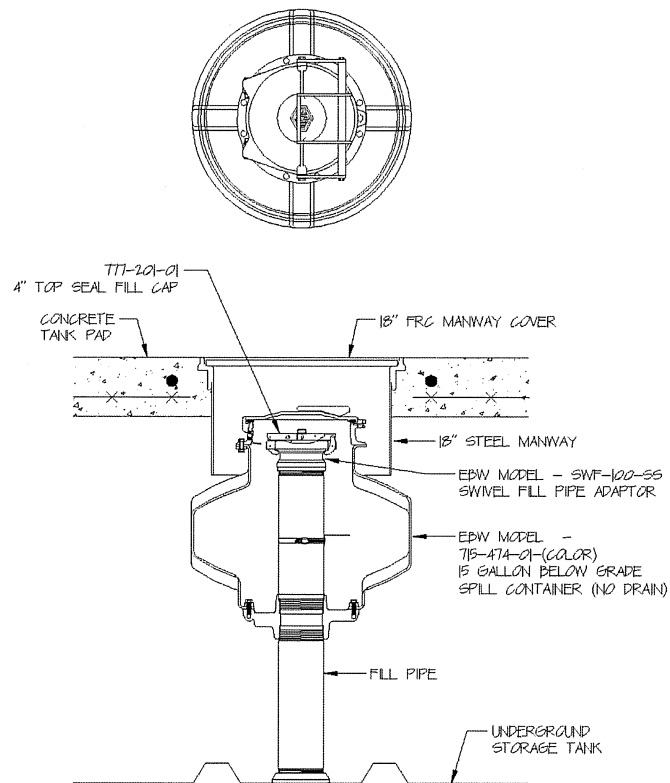




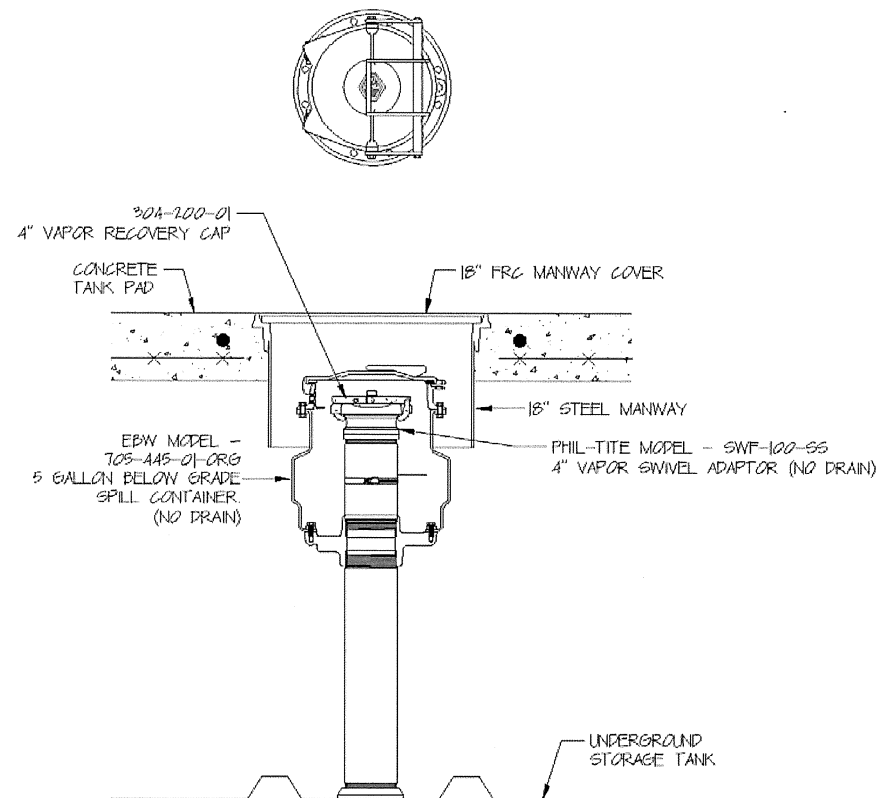
# SUBMERSIBLE PUMP / MANHOLE DETAIL

SCALE: 1"=1'-0"  
 CROSS REFERENCE: NONE

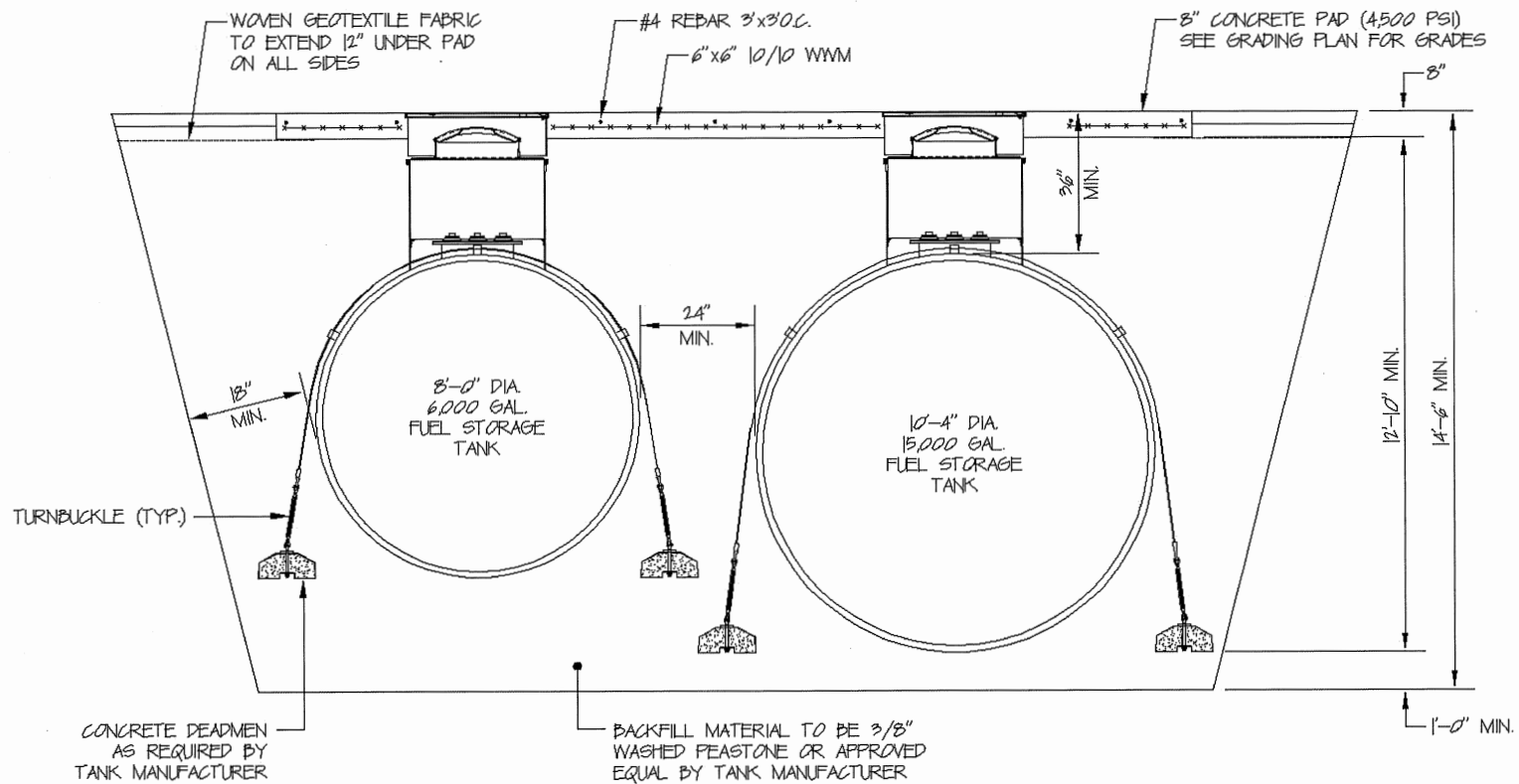




4 TANK FILL DETAIL  
G-2 SCALE: 1"=1'-0"  
CROSS REFERENCE: NONE



6 VAPOR RECOVERY DETAIL  
G-2 SCALE: 1"=1'-0"  
CROSS REFERENCE: NONE



## TANK CROSS-SECTION DETAIL

SCALE: 1/4"=1'-0"  
CROSS REFERENCE: NONE



September 29, 2021

Chuck Marshall  
Land Development/Permitting  
Stewart's Shops Corp.  
2907 State Route 9  
Ballston Spa, New York, 12020, United States

**RE: Trip Generation Assessment**  
**Stewart's Shops – Washington Street/Flower Avenue Site, Watertown, NY**

Dear Mr. Marshall:

As requested, CHA Consulting, Inc. (CHA) have evaluated the trip generation characteristics of the proposed Stewart's Shops to be located at the intersection of Washington Street and Flower Avenue in Watertown, NY. The proposed site will consist 3,975 square feet (SF) of convenience mart with 6 fueling positions. The purpose of this memorandum is to evaluate the trips generated by proposed development.

Trip generation determines the quantity of traffic expected to travel to/from the project site. The Institute of Transportation Engineers (ITE) *Trip Generation Manual*, tenth edition, is the industry standard for determining trip generation for various land uses. The ITE provides trip generation information on Convenience Markets with Gasoline Pumps (Land Use Code (LUC) 853). The proposed Stewart's development is consistent with the description of this ITE LUC. Therefore, the site generated trips were estimated for the weekday AM and PM peak hours of adjacent street traffic based on this LUC.

ITE provides data to permit the number of trips generated by the proposed development to be estimated either based upon the number of fueling positions or the square footage of the building. CHA analyzed the trip generation for each of these methods and determined that there is a higher correlation of trip generation for convenience marts with fuel pumps based on the size of the building rather than the number of fueling positions. Therefore, using the building's square footage, the following rates were estimated from ITE Trip Generation Manual:

- 40.59 average vehicle trip ends per 1,000 SF of Gross Floor Area (GFA) during the AM peak hour
- 49.29 average vehicle trip ends per 1,000 SF of Gross Floor Area (GFA) during the PM peak hour
- Directional distribution of 50% enter and 50% exit during both AM and PM peak hours

Based on this trip rate, the site generated trips from this Stewart's development would be 162 trips (81 enter and 81 exit) during the AM peak hour, and 196 trips (98 enter and 98 exit) during the PM peak hour. **Table 1** summarized total new peak hour trips.



The site trips generated by the proposed development can be divided into two categories: new (primary) trips and pass-by trips. New trips represent motorists whose primary destination is the development. Pass-by trips are trips that are attracted from traffic passing the site on an adjacent street that offers direct access to the generator. The ITE *Trip Generation Handbook*, 3<sup>rd</sup> edition shows that the average pass-by trip rate for this type of land use is approximately 63% for both AM and PM peak hours. Based on this pass-by-trip rate, it is estimated that 102 trips during the AM peak hour, and 122 trips during the PM peak hour will be from existing traffic passing the site. **Table 1** summarized pass-by peak hour trips.

After accounting for both new trips and pass-by-trips, the Stewart's Shop would generate 60 new vehicle trips (30 enter and 30 exit) during AM peak hour, and 74 new vehicle trips (37 enter and 37 exit) during PM peak hour.

**Table 1** summarizes the peak hour trips of new (primary) and pass-by trips entering and exiting the site.

**Table 1 Stewart's Trip Generation (Peak Hour Trips)**

Proposed Site Use	Trip Type	AM Peak Hour			PM Peak Hour		
		Enter	Exit	Total	Enter	Exit	Total
Stewart's Shops: Convenience Mart - 3,975 SF & Fueling Positions -6	Total	81	81	162	98	98	196
	Pass-By	-51	-51	-102	-61	-61	-122
	Primary	30	30	60	37	37	74

ITE Trip Generation Manual does not provide any Saturday data for vehicle trips. However, based on prior experience with similar projects and engineering judgement, the Stewart's trip generation for the Saturday peak period would be comparable to the Stewart's trip generation for the weekday peak periods.

Please note that there is existing Stewart's Shops located at southwest corner of Elm Street and Washington Street about half-mile south from the proposed site within Watertown, NY. It is possible that portion of traffic from the existing site would reasonably be already passing the proposed site. Therefore, there is an opportunity for additional pass-by trips which may lower proposed site **Primary** trips shown **Table 1**.

Please feel free to contact me if you have any questions.

Sincerely,



Jaykrushna Patel, P.E.  
Sr. Traffic Engineer

[illegible]

# NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION

## Division of Environmental Permits, Region 6

Dulles State Office Building, 317 Washington Street, Watertown, NY 13601-3787

P: (315) 785-2245 | F: (315) 785-2242

[www.dec.ny.gov](http://www.dec.ny.gov)

MARCH 14, 2022

GEOFFREY URDA  
CITY OF WATERTOWN  
SUITE 305, CITY HALL  
245 WASHINGTON STREET  
WATERTOWN, NY 13601

RE: Stewart's Gas Station and Convenience Store  
State Environmental Quality Review (SEQR) Coordination  
City of Watertown, Jefferson County

Dear Geoffrey Urda:

We received your letter dated March 9, 2022 regarding State Environmental Quality Review (SEQR) coordination for the proposed project listed above. The department has no objection to the City of Watertown Council acting as lead agency for the above project.

1. Any sewer extension with sanitary flows more than 2,500 gallons per day as outlined under 6 NYCRR Part 750-1.2 (82) and (83) will require NYSDEC review and approval.
2. The proposed petroleum tank vent plumes should not affect the residential uses of the adjacent 112 East Flower Ave. parcel. The vents should be constructed with adequate setback from and/or elevation above the parcel boundary.
3. Since there are two trees that need to be removed the biologist recommends that these trees be removed from November 1-March 31 to avoid impacts to bats. If you have any questions, you can contact Angelena Ross at [Angelena.ross@dec.ny.gov](mailto:Angelena.ross@dec.ny.gov).

We cannot provide a definitive statement as to the presence or absence of all rare or state-listed species or significant natural communities. This information should not be substituted for on-site surveys that may be required for environmental impact assessment. Depending on the nature of the project and the conditions at the project site, further information from on-site surveys or other sources may be required to fully assess impacts on biological resources.

Our databases are continuously being updated and amended. If this proposed project is still under development one year from now, we recommend that you contact us again so that we may update this response with the most current information.

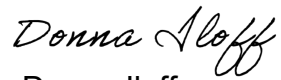


Department of  
Environmental  
Conservation



Thank you for contacting us regarding this matter. If you have any questions with this letter, I can be reached at (315) 785-2245 or [donna.iloff@dec.ny.gov](mailto:donna.iloff@dec.ny.gov).

Sincerely,

A handwritten signature in black ink that reads "Donna Iloff". The signature is written in a cursive style with a large, stylized "D" and "I".

Donna Iloff  
Program Aide  
Region 6

**RESOLUTION**

Page 1 of 2

Finding that Changing the Approved Zoning Classification of 108 Flower Avenue East from Residence B to Neighborhood Business and that Developing a Gas Station and Convenience Store on 703, 707 and 715 Washington Street and 108 Flower Avenue East Will Not Have a Significant Impact on The Environment

Council Member HICKEY, Patrick J.

Council Member OLNEY III, Clifford G.

Council Member PIERCE, Sarah V.C.

Council Member RUGGIERO, Lisa A.

Mayor SMITH, Jeffrey M.

Total .....

YEA	NAY

***Introduced by***Council Member Lisa A. Ruggiero

WHEREAS the City Council of the City of Watertown, New York, has before it an Ordinance for the zone change application of Stewart's Shops Corporation to change the approved zoning classification of 108 Flower Avenue East, Parcel Number 11-12-127.000, from Residence B to Neighborhood Business, and

WHEREAS the Stewart's Shops Corporation has communicated an intent to develop a gas station and convenience store on the subject parcel and the three adjacent parcels at 703, 707 and 715 Washington Street, respectively Parcel Numbers 11-12-126.000, 11-12-125.00 and 11-12-124.000, a development proposal that would require both Site Plan Approval and a Special Use Permit, and

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

WHEREAS the approval of the Zone Change and the anticipated future Site Plan and Special Use Permit would collectively constitute such an "Action," and to avoid any SEQR segmentation, the Council must consider these together as a single action, and

WHEREAS the City Council has determined that changing the zoning classification of this property and that the proposed development on the site constitute an Unlisted Action as that term is defined by 6NYCRR Section 617.2 (al), and

WHEREAS the New York State Department of Environmental Conservation (DEC) has jurisdiction over bulk underground petroleum storage, as established by 6 NYCRR part 613, and therefore is an Involved Agency, as that term is defined by 6 NYCRR 617.2 (t), necessitating a Coordinated Review, and

**RESOLUTION**

Page 2 of 2

Finding that Changing the Approved Zoning Classification of 108 Flower Avenue East from Residence B to Neighborhood Business and that Developing a Gas Station and Convenience Store on 703, 707 and 715 Washington Street and 108 Flower Avenue East Will Not Have a Significant Impact on The Environment

Council Member HICKEY, Patrick J.  
 Council Member OLNEY III, Clifford G.  
 Council Member PIERCE, Sarah V.C.  
 Council Member RUGGIERO, Lisa A.  
 Mayor SMITH, Jeffrey M.  
 Total .....

YEA	NAY

WHEREAS City Staff initiated a coordinated review with the DEC on March 9, 2022 to determine the most appropriate Lead Agency for the project and to request any comments or concerns on the project, and

WHEREAS the DEC has submitted correspondence to the City of Watertown agreeing that the City Council is the appropriate entity to act as Lead Agency for the environmental review and communicating all the DEC's comments regarding the proposed action, a copy of which is attached and made part of this Resolution, and

WHEREAS to aid the City Council in its determination as to whether the proposed zone change and site plan will have a significant impact on the environment, Part 1 of a Short Environmental Assessment Form has been prepared by the applicant, a copy of which is attached and made part of this Resolution, and

WHEREAS to also aid the Council in its determination, the applicant has also submitted the following materials, copies of which are attached and made part of this resolution: Conceptual site plan and elevation drawings, a PowerPoint presentation, trip-generation analysis, real estate analysis and a truck routing plan.

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, as well as the communication received from the DEC, no significant impact is known and the adoption of the zone change and the construction of the site plan, as proposed, will not have a significant impact on the environment.
2. The Mayor of the City of Watertown is authorized to execute the Environmental Assessment Form to the effect that the City Council is issuing a Negative Declaration under SEQRA.
3. This Resolution shall take effect immediately.

***Seconded by Council Member Sarah V.C. Pierce***



## Tabled Ordinance

April 12, 2022

To: The Honorable Mayor and City Council

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

Subject: Changing the Approved Zoning Classification of 108 Flower Avenue East, Parcel Number 11-12-127.000 from Residence B to Neighborhood Business

Charles Marshall of Stewart's Shops Corporation has submitted an application to change the approved Zoning Classification of 108 Flower Avenue East, Parcel Number 11-12-127.000 from Residence B to Neighborhood Business.

The applicant seeks to rezone the property to facilitate the development of a Stewart's Shops gas station and convenience store at 703, 707 and 715 Washington Street. The properties fronting on Washington Street are already zoned Neighborhood Business. A proposed entrance drive and part of the parking lot would occupy the land that is presently 108 Flower Avenue East.

The Planning Board reviewed the request at its October 5, 2021 meeting and voted 5-1 to adopt a motion recommending that City Council approve the zone change request as submitted. Since October, the applicant has also conducted traffic and real estate analyses, both of which the applicant team presented at a public meeting on the evening of February 15, 2022.

Physical copies of all supporting materials related to this request, including Planning Board Minutes, were previously sent as part of the last two City Council Agenda packages. They are also available as part of the online agenda for the April 18, 2022 Council meeting.

The ordinance attached for City Council consideration changes the approved zoning classification of both parcels. The City Council held a public hearing on the zone change request during its meeting on Monday, March 21, 2022 and tabled both the Zone Change Ordinance at SEQR Resolution at its April 4, 2022 meeting. Although the public hearing has already taken place, the City Council must still approve the SEQRA resolution before voting on the attached ordinance.

**ORDINANCE**

Page 1 of 1

Changing the Approved Zoning Classification of  
108 Flower Avenue East, Parcel Number 11-12-  
127.000 from Residence B to Neighborhood Business

Council Member HICKEY, Patrick J.

Council Member OLNEY III, Clifford G.

Council Member PIERCE, Sarah V.C.

Council Member RUGGIERO, Lisa A.

Mayor SMITH, Jeffrey M.

Total .....

YEA	NAY

***Introduced by***Council Member Lisa A. Ruggiero

BE IT ORDAINED where Stewart's Shops Corporation has made an application by petition filed with the City Clerk, pursuant to Section 83 of the New York General City Law to change the approved zoning classification of 108 Flower Avenue East, Parcel Number 11-12-127.000, from Residence B to Neighborhood Business, and

WHEREAS the Planning Board of the City of Watertown considered the zone change request at its October 5, 2021 meeting and adopted a motion recommending that City Council approve the zone change, and

WHEREAS a public hearing was held on the proposed zone change on March 21, 2022, 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 108 Flower Avenue East, Parcel Number 11-12-127.000 shall be changed from Residence B to Neighborhood Business, and

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

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

***Seconded by*** Council Member Sarah V.C. Pierce

April 12, 2022

To: The Honorable Mayor and City Council

From: James E. Mills, City Comptroller

Subject: Sales Tax Revenue – March 2022

Sales tax revenue was down \$30,861 or 1.35% compared to last March. In comparison to the original budget projection for the month, sales tax was up \$746,464 or 49.53%. The year-to-date actual receipts are up \$1,729,202 or 10.90%, while the year-to-date receipts on a budget basis are up \$2,767,607 or 18.67%.

The State is withholding \$482,925 of County sales tax to fund a fiscally distressed health facilities fund which in turn lowers the City's sales tax revenue by **\$115,900**. The State will intercept a portion of the County's sales tax for the May, August, November and January distributions of \$120,731 each quarter (City share is \$28,975).

From the County's sales tax distribution, the State will also withhold \$314,650 from November's distribution and \$176,027 from May's distribution to cover the State's appropriation of \$490,677 for AIM related payments to Jefferson County towns and villages that was cut from the State's budget. Therefore the, the City is now shorted **\$117,762** annually (\$75,516 in November and \$42,246 in May) to fund these State AIM payments.

	<u>Actual 2018-19</u>	<u>Actual 2019-20</u>	<u>Actual 2020-21</u>	<u>Actual 2021-22</u>	<u>Variance</u>	<u>Monthly % Inc/(Dec)to Prior Year</u>	<u>Quarterly % Inc/(Dec)to Prior Year</u>
July	\$ 1,606,413	\$ 1,763,856	\$ 1,493,210	\$ 1,948,809	\$ 455,599	30.51%	
August	\$ 1,573,047	\$ 1,763,893	\$ 1,515,827	\$ 1,888,806	\$ 372,979	24.61%	
September	\$ 2,226,468	\$ 2,129,882	\$ 2,783,423	\$ 2,725,797	\$ (57,626)	(2.07%)	13.31%
October	\$ 1,423,970	\$ 1,499,868	\$ 1,488,167	\$ 1,678,723	\$ 190,556	12.80%	
November	\$ 1,466,279	\$ 1,410,364	\$ 1,331,668	\$ 1,643,509	\$ 311,841	23.42%	
December	\$ 1,718,512	\$ 1,868,004	\$ 2,493,688	\$ 2,374,453	\$ (119,235)	(4.78%)	7.21%
January	\$ 1,384,533	\$ 1,436,294	\$ 1,290,702	\$ 1,649,030	\$ 358,329	27.76%	
February	\$ 1,149,846	\$ 1,203,572	\$ 1,181,566	\$ 1,429,187	\$ 247,620	20.96%	
March	\$ 1,420,276	\$ 1,750,746	\$ 2,284,533	\$ 2,253,672	\$ (30,861)	(1.35%)	12.09%
April	\$ 1,410,924	\$ 988,797	\$ 1,566,858	\$ -	\$ -		
May	\$ 1,501,095	\$ 925,025	\$ 1,626,958	\$ -	\$ -		
June	\$ 1,864,710	\$ 2,258,456	\$ 3,144,514	\$ -	\$ -		- %
YTD	<u>\$ 18,746,071</u>	<u>\$ 18,998,780</u>	<u>\$ 22,201,114</u>	<u>\$ 17,591,986</u>	<u>\$ 1,729,202</u>	<u>10.90%</u>	

	<u>Original Budget 2021-22</u>	<u>Actual 2021-22</u>	<u>Variance</u>	<u>%</u>	<u>%</u>
July	\$ 1,704,738	\$ 1,948,809	\$ 244,071	14.32%	
August	\$ 1,669,330	\$ 1,888,806	\$ 219,476	13.15%	
September	\$ 2,362,746	\$ 2,725,797	\$ 363,051	15.37%	14.41%
October	\$ 1,511,128	\$ 1,678,723	\$ 167,595	11.09%	
November	\$ 1,556,027	\$ 1,643,509	\$ 87,482	5.62%	
December	\$ 1,823,699	\$ 2,374,453	\$ 550,754	30.20%	16.48%
January	\$ 1,469,277	\$ 1,649,030	\$ 179,753	12.23%	
February	\$ 1,220,226	\$ 1,429,187	\$ 208,961	17.12%	
March	\$ 1,507,208	\$ 2,253,672	\$ 746,464	49.53%	27.05%
April	\$ 1,497,284	\$ -	\$ -		
May	\$ 1,592,974	\$ -	\$ -		
June	<u>\$ 1,980,363</u>	<u>\$ -</u>	<u>\$ -</u>		- %
YTD	<u>\$ 19,895,000</u>	<u>\$ 15,591,986</u>	<u>\$ 2,767,607</u>	<u>18.67%</u>	



April 13, 2022

To: The Honorable Mayor and City Council

From: James E. Mills, City Comptroller

Subject: Sale of Surplus Hydro-electricity – March 2022

The City has received the monthly hydro-electricity production and consumption data from National Grid. In comparison to last March, the sale of surplus hydro-electric power on an actual-to-actual basis was up \$212,445 or 47.30%. In comparison to the budget projection for the month, revenue was up \$159,610 or 31.79%. The year-to-date actual revenue is up \$2,972,858 or 167.09%, while the year-to-date revenue on a budget basis is up \$1,857,147 or 64.15%.

	<u>Actual</u> <u>2018-19</u>	<u>Actual</u> <u>2019-20</u>	<u>Actual</u> <u>2020-21</u>	<u>Actual</u> <u>2021-22</u>	<u>Variance</u>	<u>%</u> <u>Inc/(Dec)to</u> <u>Prior Year</u>
July	\$ 4,063	\$ 265,466	\$ 1,937	\$ 673,456	\$ 671,519	34,661.35%
August	\$ 1,201	\$ 13,330	\$ 1,819	\$ 612,155	\$ 610,336	33,547.48%
September	\$ 46,149	\$ 125,102	\$ 1,164	\$ 307,692	\$ 306,528	26,343.08%
October	\$ 323,260	\$ 222,218	\$ 117,331	\$ 523,734	\$ 406,403	346.37%
November	\$ 572,955	\$ 554,930	\$ 410,218	\$ 731,273	\$ 321,054	78.26%
December	\$ 249,645	\$ 406,126	\$ 366,126	\$ 702,586	\$ 336,460	91.90%
January	\$ 171,405	\$ 416,391	\$ 255,650	\$ 293,374	\$ 37,725	14.76%
February	\$ 311,149	\$ 217,222	\$ 175,736	\$ 246,124	\$ 70,388	40.05%
March	\$ 403,524	\$ 745,936	\$ 449,166	\$ 661,611	\$ 212,445	47.30%
April	\$ 673,362	\$ 752,511	\$ 669,698	\$ -	\$ -	
May	\$ 809,967	\$ 383,085	\$ 433,690	\$ -	\$ -	
June	<u>\$ 787,591</u>	<u>\$ 53,641</u>	<u>\$ 85,233</u>	<u>\$ -</u>	<u>\$ -</u>	
YTD	<u>\$4,354,270</u>	<u>\$4,155,958</u>	<u>\$2,967,769</u>	<u>\$4,752,006</u>	<u>\$ 2,972,858</u>	<u>167.09%</u>

	<u>Original</u> <u>Budget</u> <u>2021-22</u>	<u>Actual</u> <u>2021-22</u>	<u>Variance</u>	<u>%</u>	<u>Power</u> <u>Purchased</u> <u>from</u> <u>National</u> <u>Grid</u>
July	\$ 191,447	\$ 673,456	\$ 482,009	251.77%	\$ -
August	\$ 85,215	\$ 612,155	\$ 526,940	618.37%	\$ -
September	\$ 54,997	\$ 307,692	\$ 252,695	459.47%	\$ -
October	\$ 375,485	\$ 523,734	\$ 148,249	39.48%	\$ -
November	\$ 563,785	\$ 731,273	\$ 167,488	29.71%	\$ -
December	\$ 468,661	\$ 702,586	\$ 233,925	49.91%	\$ -
January	\$ 357,777	\$ 293,374	(\$ 64,403)	(18.00%)	\$ -
February	\$ 295,491	\$ 246,124	(\$ 49,367)	(16.71%)	\$ -
March	\$ 502,001	\$ 661,611	\$ 159,610	31.79%	\$ -
April	\$ 754,106	\$ -	\$ -	-	\$ -
May	\$ 633,686	\$ -	\$ -	-	\$ -
June	<u>\$ 341,349</u>	<u>\$ -</u>	<u>\$ -</u>	-	<u>\$ -</u>
YTD	<u>\$4,624,000</u>	<u>\$4,752,006</u>	<u>\$ 1,857,147</u>	<u>64.15%</u>	<u>\$ -</u>

April 12, 2022

To: The Honorable Mayor and City Council

From: Kyle Meehan, Transit Director; CitiBus

Subject: CitiBus Proposed 2022 – 2023 Budget and Project Grant Requests

The following are the Budget items and related project grant requests for CitiBus FY 2022 – 2023. These proposals are for both Capital and Operating projects. They are steps that will focus on our current departmental needs, along with putting us in a position to allow us to plan, design and expand in the short term, as well meet our long-term goals. There hasn't been a greater emphasis on our country's transportation needs since Dwight D. Eisenhower ordered the construction of the Interstate Highway System in 1956

Over the Years, car prices have increased at a pace that is beginning to make car ownership out of reach for a greater number of people. Watertown is not immune to this trend. However, our area public transportation hasn't adapted in a meaningful way for decades. There are fewer taxi companies now then at any time I can remember. Ridesharing services is out there, but the number one reason I am told from community members is that they just cannot afford the \$10.00 to \$20.00 plus charge of the taxicab/ridesharing service. That is not to blame those services, it is the reality of today's economy especially given the current price of fuel.

This is where the adaptation of our public transit comes in. We must adapt to meet the community's transportation needs, not they need to adapt to what we are willing to offer. This approach makes it difficult to increase ridership if we are not operating when the need arises. The goal is to focus on using the available State and Federal funding to expand routes, in both number and frequency, our operating hours as well as service area.

# CitiBus Proposed Projects for Grant Season 2022

Project Name	Estimated cost	Grant Information	Lapsing Funds Date
1 Transit Director Office	45,000	5307	9/30/2022
2 City Mobility Management	125,000	5307 or CARES	9/30/2022
3 Jefferson County Mobilty Management - Funded for 1yr from 5311 to 5307	110,000	5311 to 5307	9/30/2022
4 Software Installation for Paratransit	200,000	5307	9/30/2022
5 Training Equipment	15,000	2018 - 5339	9/30/2022
6 Admin Vehicle	45,000	2017 & 18 - 5339	9/30/2022
7 Wi-Fi Installation on Paratransit	6,500	2018- 5339	9/30/2022
8 Security Cameras/Alarm System for CitiBus and Cameras for	52,500	2018 - 5339	9/30/2022
9 Genfare Upgrade for Fixed Route	100,000	2018-5339 or 5307	9/30/2022
<b>Total Currently Included in 2022/23 Budget Proposal:</b>	<b>699,000</b>		<b>9/30/2022</b>
10 Bus Shelters: Walmart, Hospital (Woodruff St.), Creekwood and Solar Panel for Lights.	90,000	5307 or Competitive	9/30/2022
11 EncloseTransit Station - Arcade Street	60,000	5307	9/30/2022
12 Study for Transportation Hub: New Bldg/Transit Hub Location, Electricity Infrastructure for Charging Stations	100,000	5307 or Competitive	9/30/2022
13 Electric Bus	500,000	5307 or Competitive	Possible to push to 2019 funds if needed
14 Charging Station for Electric Buse(s) 544 Newell Street or New Location	15,000	5307 or Competitive	
<b>Total Currently NOT Included in 2022/23 Budget Proposal:</b>	<b>765,000</b>		
<b>Total 2022/23 Budget Proposal:</b>	<b>1,464,000</b>		
<b>5307/5339 FTA Funds Lapsing 09/30/2022</b>			
5307 FY2017	799,605		9/30/2022
5339 FY2017 (ND)	34,258		9/30/2022
5339 FY2018 (SUZA)	100,380		9/30/2022
5339 FY2018 (ND)	258,517		9/30/2022
<b>Total Lapsing funds 09/30/2022</b>	<b>1,192,760</b>		<b>9/30/2022</b>

\*Note: This amount does not include use of 2019-2021 funds



# Section 5307 Funds

FY2017		\$799,605.00	Need to be in a grant by 10/2022	
1 FY2018		\$1,025,424.00		5307
2 FY2019		\$125,000.00	5307 or CARES	
3 Jefferson County Mobilty Management - Funded for 1yr from 5311 to 5307		\$110,000.00	5311 to 5307	
4 FY2020		\$200,000.00		5307
5	Total	\$2,260,029.00	2018 - 5339	
6		\$45,000.00	2017 & 18 - 5339	
7			2018- 5339	
8 Section 5339 Fund			2018 - 5339	
9 FY2017		\$100,000.00	2018-5339 or 5307	
FY2018 (SUZA)		\$100,380.00	These funds need to be in a grant FY2022	
10 FY2018 (ND)		\$258,517.00	5307 or Competitive	
11	EncloseTransit Station - Arcade Street	\$358,897.00		5307
12	Study for Transportation Hub: New Bldg/Transit Hub Location, Electricity Infra:	\$100,000.00	5307 or Competitive	
13 FY2019 (SUZA)		\$91,950.00	5307 or Competitive	
14 Charging Station for Electric Buse(s) 544 Newell Street or New Location		\$258,517.00	5307 or Competitive	
	Total	\$350,467.00		
	Total	#REF!		
5307/5339 2017 - 2020 Funds	Total	#REF!		

April 12, 2022

To: The Honorable Mayor and City Council

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

Subject: Zone Change – 108 Flower Avenue East

At its April 4, 2022 meeting, the City Council voted to table the SEQR Resolution and the Zone Change Request, submitted by Charles Marshall of Stewart's Shops, to change the approved Zoning Classification of 108 Flower Avenue East from Residence B to Neighborhood Business. As the Council is aware, the applicant seeks to rezone the property to facilitate the development of a Stewart's Shops gas station and convenience store at 703, 707 and 715 Washington Street. The properties fronting on Washington Street are already zoned Neighborhood Business. A proposed entrance drive and part of the parking lot would occupy the land that is presently 108 Flower Avenue East.

On April 11, 2022, Mr. Marshall submitted the attached materials proposing a new conceptual site plan design that shifts the entrance drive to the west and would use less of the land that is presently 108 Flower Avenue East, therefore reducing the amount of land that the Council would need to rezone for the proposed development to be legal. Rather than rezone the entire parcel to Neighborhood Business, the applicant has communicated a willingness to request that the City Council rezone only the land necessary to implement the proposed development. The residual lands of 108 Flower Avenue East would remain part of the adjacent Residence B District.

However, this request would represent a different Zone Change request than the one that the Planning Board recommended approval of at its October 5, 2021 meeting. It would be a rezoning based on a metes and bounds description rather than a Tax Parcel Identification Number and it would create a split-zoned parcel, which the Planning Board would need to consider when weighing its recommendation to City Council.

It would also require a new Zone Change Ordinance and it would require the Council to hold a new public hearing. The Council should also note that the project would still require a Special Use Permit and Site Plan Approval to move forward, even if the City Council granted the Zone Change.

The applicant has communicated an intention to attend the April 18, 2022 City Council meeting. If the applicant and City Council agree that this is a mutually acceptable path forward, then Staff will work with the applicant to place the new Zone Change request on a future Planning Board agenda for the Planning Board's consideration. Staff will then forward the Planning Board's recommendation to the City Council as part of a new Zone Change Ordinance.



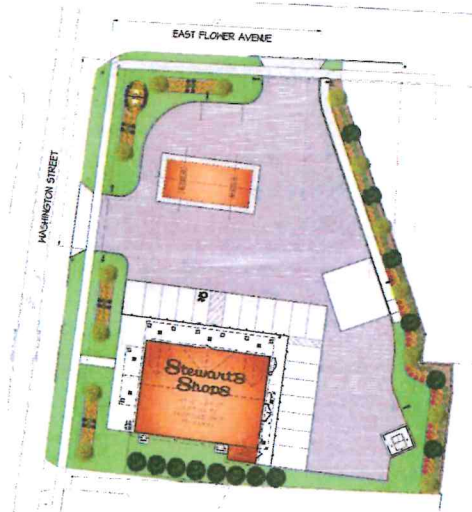
April 11, 2022

Honorable Jeffrey M. Smith, Mayor  
245 Washington St.  
Watertown, New York 13601

Mayor Smith and Members of the Watertown City Council,

At the April 4<sup>th</sup> meeting of the Watertown City Council, a revised Stewart's plan was shown indicating what a Site Plan would look like without a zone change. From that meeting, Stewart's took that keeping the delivery trucks off Flower Avenue East was paramount to a successful Site Plan and other alternatives would not be contemplated. **It is imperative to understand that the delivery truck use of Washington Avenue as a sole source, does not prohibit the use of Flower Avenue East by emergency vehicles.**

As the discussion indicated, the zone change process outlined by the City code is done by a metes and bounds description (attached); not the need to rezone a parcel in its entirety. To support this, Stewart's is submitting a metes and bounds description of a new portion that will be rezoned. The hatched area in the plan below shows the requested area to be rezoned. The reduction in the area to be rezoned is decreased from 11% to 7.8%. The reduction was achieved by maintaining two pumps and decreasing the size of the building from 3,975 square feet to 3,445 square feet. The 3.2% reduction still includes the mandatory area for installation of trees pursuant to §310-59. While the minimum is 5-feet, 9-feet is actually required for tree planting and a 5-foot sidewalk per Site Plan Appendix. This is the most minimal need Stewart's requires for keeping its delivery trucks off Flower Avenue East. The modified plan is pasted below and attached.



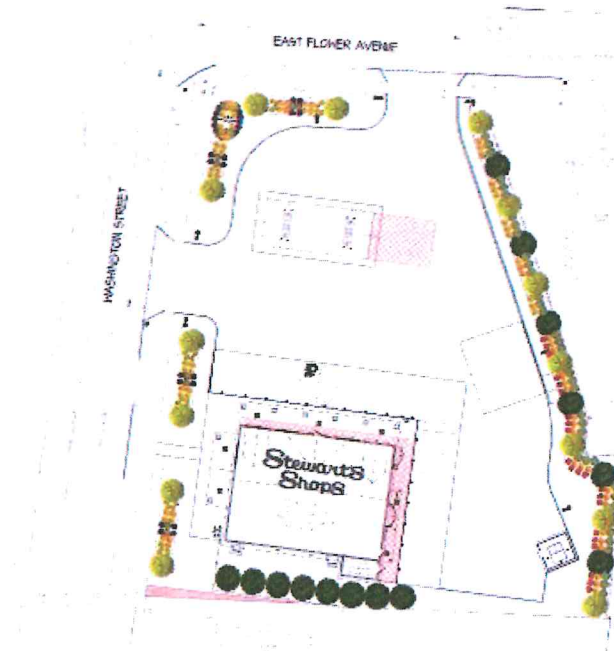
Subsequent to the meeting from the April 4<sup>th</sup> meeting, we received an April 5<sup>th</sup> meeting from Councilman Hickey. Items he requested/included are:

1. Could a "No Right Turn" sign be placed on the Flower Avenue Exit?
  - a. This has been included in modified Site Plan below.



2. My thought concerns the Side Building Set Back (South) of 5 feet. and your proposed 10 feet actual. I confirm your set back requirements 5 feet are correct and you have exceeded the required set back to 10 feet. However, upon looking at your drawing that south wall of your building includes: a condensing unit, (2) Bard HVAC Units, a Condensing Unit and a 8'x16' Storage building. To me that sounds like a fair amount of noise for abutting lands owned by Maryellen Fredriksen. Her/Husband's Business is Therapeutic in nature: quiet, serene certainly not a location that would be conducive for all the potential noise from the South side of the building. So my question is how can you buffer that noise pollution to an extent to not disturb the neighborhood.
  - a. The western condenser is outside footprint of the residence to the south. The eastern condenser could be located on the eastern side of the building but that would require reorientation of the parking on that side, this is a question for the Council and Planning Board. Roof mounted units would be more detrimental to the residence to the south. The HVAC (Bard) units that are wall mounted can be changed to a "Quiet Line" system.
3. As I understand the question, Councilman Hickey is referring the property of Maryellen Blevins.
  - a. Yes, the Blevins driveways is on the property of Cirrincione. In September of 2021 we had an onsite meeting where Stewart's indicated we would gift the 144 square foot piece where the Blevins driveway extends onto the current property of Cirrincione, if the transaction closes.

The plan below outlines the changes from the original submission (hatched in red) along with the proposed changes discussed above.



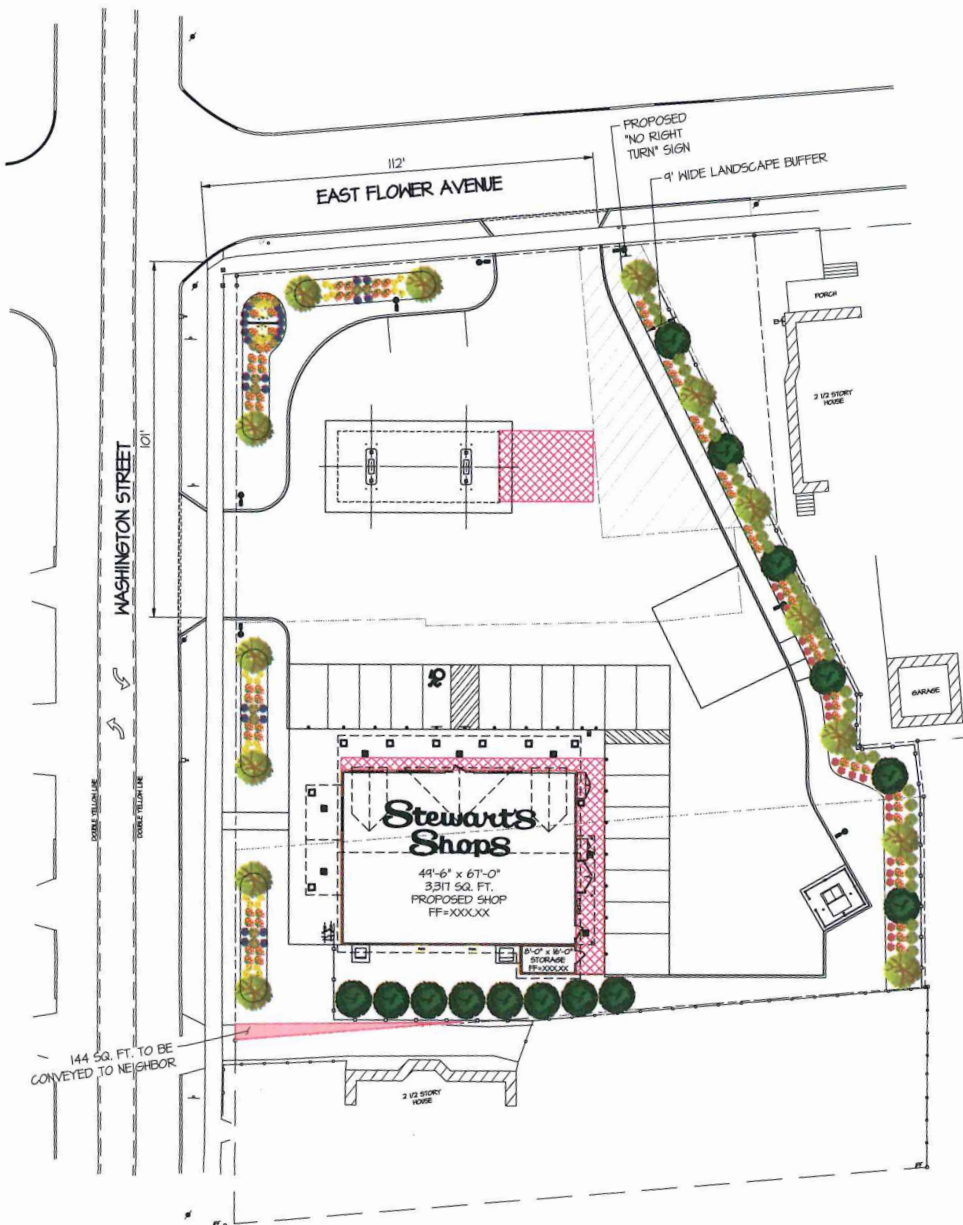
We remain optimistic that the modified plan continue to show an effort by Stewart's to facilitate its relocation and look forward to returning to the April 18<sup>th</sup> City Council meeting to discuss. If you have any questions, please don't hesitate to reach me at (518) 269-0664.

Respectfully,

Chuck

Charles "Chuck" Marshall  
Stewart's Shops Corp.







①	CATCH BASIN
②	HYDRANT
③	LIGHT POLE
④	SAFETY MANHOLE
⑤	STORM MANHOLE
⑥	ELECTRIC MANHOLE
⑦	WATER VALVE
⑧	TELEPHONE PEDDEST.
⑨	UTILITY POLE
— 1 —	Gas LINE
— 2 —	SANITARY
— 3 —	STORM LINE
— 4 —	WATER LINE
— 5 —	TELEPHONE
— 6 —	ELECTRIC
— 7 —	HEAD END WIRES
⑩	LANDSCAPE AREA
⑪	ROOF DRAIN
+ 12	SPOT ELEVATION
⑬	SOIL BORING
⑭	MONITORING WELL
⑮	Gas WARDER POST
⑯	ELECTRIC METER
⑰	Gas METER

1. JOSEPH S. AND DOROTHY A. QUARDO TO HEDY M. CIRINCONO, DATED DECEMBER 18, 1987 AND RECORDED IN THE JEFFERSON COUNTY CLERKS OFFICE IN DEED BOOK 1104 AT PAGE 98.
2. JOSEPH S. AND DOROTHY A. QUARDO TO HEDY M. CIRINCONO, DATED AUGUST 29, 1988 AND RECORDED IN THE JEFFERSON COUNTY CLERKS OFFICE IN DEED BOOK 1136 AT PAGE 198.
3. SCOTT M. AND LETA L. BOONE TO HEDY M. SCHWANDNER, DATED FEBRUARY 17, 2008 AND RECORDED IN THE JEFFERSON COUNTY CLERKS OFFICE IN DEED INSTR. 2008-2014.
4. STEPHEN ANTHONY CIRINCONO TO HEDY M. SCHWANDNER DATED DECEMBER 1, 2009 AND RECORDED IN THE JEFFERSON COUNTY CLERKS OFFICE IN DEED INSTR. 2009-18092.

CITY OF WATERTOWN, JEFFERSON COUNTY, NEW YORK  
SEC. 11 - BUK, 12 - PARCELS 124, 125, 126 & 127

HORIZONTAL DATUM IS NEW YORK STATE PLANE CENTRAL  
ZONE, ESTABLISHED FROM GPS OBSERVATIONS AT THE TIME OF  
SURVEY

VERTICAL DATUM IS NAVD88, ESTABLISHED FROM GPS  
OBSERVATIONS AT THE TIME OF SURVEY

UNAUTHORIZED ALTERATION OR ADDITION TO A SURVEY MAP BEARING A LICENSED LAND SURVEYOR'S SEAL IS A VIOLATION OF SECTION 7208, SUBDIVISION 2 OF THE NEW YORK STATE EDUCATION LAW.

ONLY COPIES FROM THE ORIGINAL OF THIS SURVEY MARKED WITH AN ORIGINAL OF THE LAND SURVEYOR'S INKED SEAL OR HIS EMBOSSED SEAL SHALL BE CONSIDERED TO BE VALID TRUE COPIES.

SURVEYED FROM RECORD DESCRIPTION AND AS IN POSSESSION.  
SUBJECT TO COVENANTS, EASEMENTS, RESTRICTIONS,  
CONDITIONS AND AGREEMENTS OF RECORD.

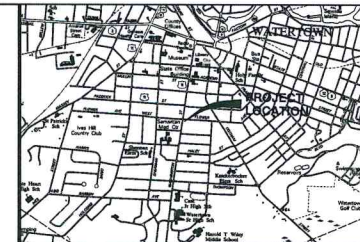
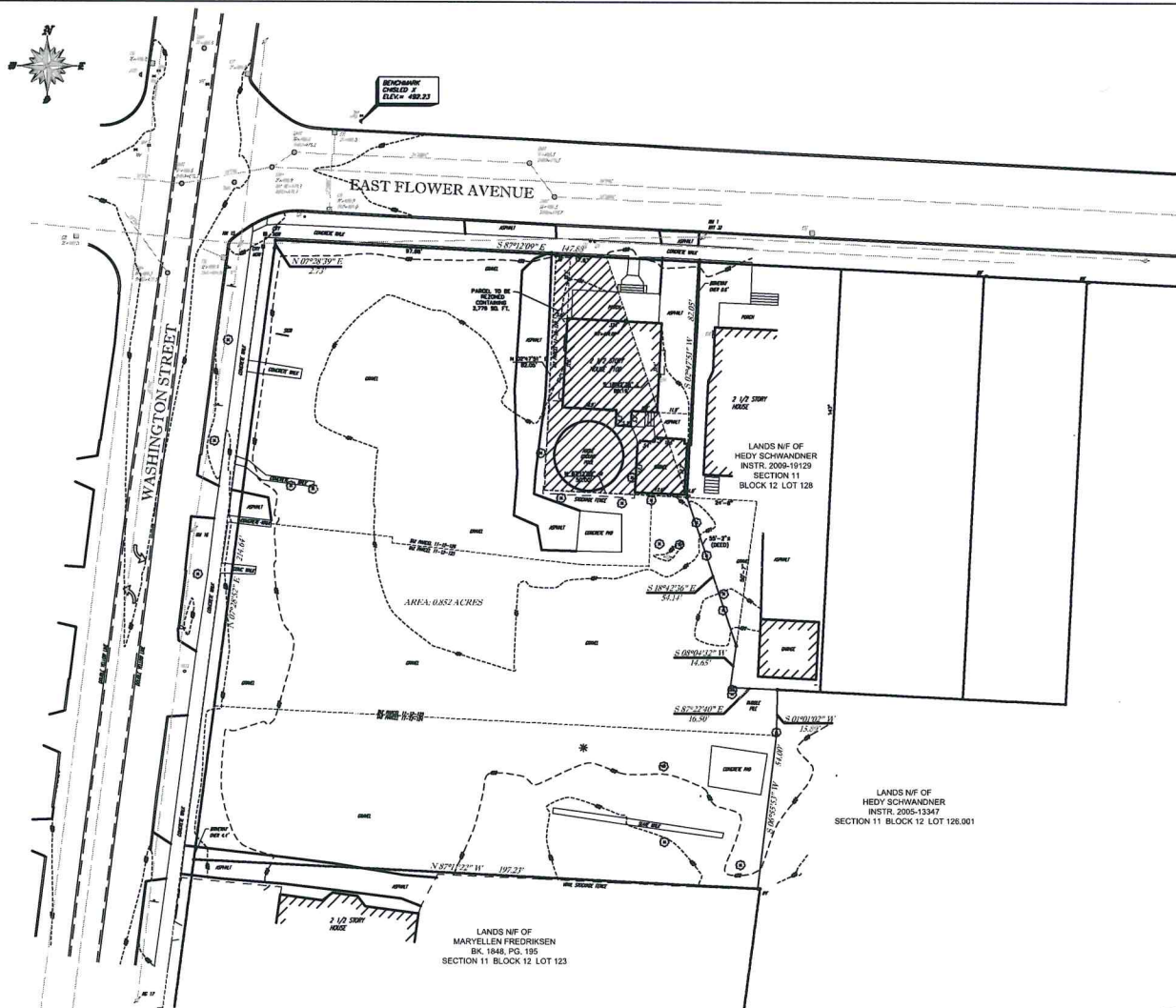
SURVEY SUBJECT TO ANY RIGHT, TITLE OR INTEREST THE PUBLIC MAY HAVE FOR HIGHWAY USE.

SURVEY SHOWN IS SUBJECT TO ANY SUBSURFACE CONDITIONS  
THAT MAY EXIST, IF ANY.

UNDERGROUND FACILITIES AND STRUCTURES SHOWN HEREON  
WERE TAKEN FROM DATA OBTAINED FROM PREVIOUS MAPS AND

RECORD DRAWINGS: ALL ABOVE GROUND STRUCTURES AND SURFACE FEATURES SHOWN HEREON ARE THE RESULT OF A FIELD SURVEY UNLESS OTHERWISE NOTED. THERE MAY BE OTHER UNDERGROUND UTILITIES, THE EXISTENCE OF WHICH ARE NOT KNOWN OR CERTIFIED BY THE UNDERSIGNED. THE SIZE AND LOCATION OF ALL UNDERGROUND UTILITIES AND STRUCTURES MUST BE VERIFIED BY THE APPROPRIATE AUTHORITIES. THE UNDERGROUND FACILITIES PROTECTIVE ORGANIZATION MUST BE NOTIFIED PRIOR TO CONDUCTING TEST BORINGS, EXCAVATION AND CONSTRUCTION.

File Name: \\SC0207\acchare\Voetry\Shop Construction\113 WASHINGTON ST\113 WASHINGTON ST - Survey\11-3033-ans.dwg  
 Plot Date: 06/11/2022, 4:03pm



**SITE LOCATION PLAN: 1"=2000'**

ALL THAT PIECE OR SKEIN OF LAND SITUATE IN THE CITY OF WATERLOO, COUNTY OF JEFFERSON AND THE STATE OF NEW YORK, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT LOCATED AT THE INTERSECTION FORMED BY THE EASTERLY LINE OF WASHINGTON STREET WITH THE SOUTHERLY LINE OF EAST FLOWER STREET; THENCE FROM SAID POINT OF BEGINNING AND ALONG SAID EAST FLOWER STREET, SOUTH 87°02'00" WEST, 142.68 FEET TO AN IRON NAIL WHEN MEASURED; THENCE ALONG SAID EAST FLOWER STREET, NORTH 89°00'00" (NEUTRAL) 2000-10120), THE FOLLOWING FOUR COURSES: 1) SOUTH 42°17'43" WEST, 87.85 FEET TO A POINT; 2) SOUTH 18°06'38" EAST, 54.14 FEET TO A POINT; 3) SOUTH 08°04'30" WEST, 144.00 FEET TO A POINT; 4) SOUTH 87°02'00" WEST, 142.68 FEET TO THE POINT OF BEGINNING; THENCE ALONG OTHER LANDS OF HEDY SCHWIMMER (INSTRUMENT NO.2000-13247), THE FOLLOWING TWO COURSES: 1) SOUTH 01°01'00" WEST, 15.88 FEET TO A POINT AND 2) SOUTH 87°02'00" WEST, 54.00 FEET TO A POINT; THENCE ALONG THE LANDS NOW OR FORMERLY OF MARTELLEN & CO., INCORPORATED (BOOK 10 PAGE 150), THE FOLLOWING TWO COURSES: 1) SOUTH 87°02'00" WEST, 142.68 FEET TO A POINT; THENCE ALONG THE ADJACENT EAST LINE OF WASHINGTON STREET, THE FOLLOWING TWO COURSES: 1) NORTH 07°28'00" EAST, 214.84 FEET TO A POINT AND 2) NORTH 07°28'00"



CONTAINING IN ALL 0.852 ACRES. OF LAND BEING MORE OR LESS.

NO TITLE REPORT RECEIVED TO DATE

PROPERTY SHOWN HEREON DOES NOT LIE WITHIN A SPECIAL FLOOD HAZARD AREA ("SFHA") AS DEFINED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY; THE PROPERTY LIES WITHIN ZONE "X", AREAS DETERMINED TO BE OUTSIDE THE 500 YEAR FLOODPLAIN, AS SHOWN ON THE FLOOD INSURANCE RATE MAP IDENTIFIED AS COMMUNITY PANEL NUMBER 360354 0001 E, PANEL 1 OF 4, OF THE CITY OF WATERTOWN, JEFFERSON COUNTY, N.Y., BEARING AN EFFECTIVE DATE OF JANUARY 17, 1990.

THIS IS TO CERTIFY TO STEWART'S SHOPS CORP., THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE "2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS," JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS. THE FIELD WORK WAS COMPLETED IN AUGUST 2021.

SIGNED: \_\_\_\_\_ DATE: APRIL 9, 2022  
N.Y.S. REGISTRATION NO. 049597

 RECORDING NUMBER	WASHINGTON ST. & E. FLOWER AVE.	
	ALTA/NSPS LAND TITLE	
	BOUNDARY & TOPOGRAPHIC SURVEY	
	OF THE LANDS OF	
	HEDY SCHWANDNER	
 DRAWN BY: NCM	CITY OF WATERBURY	REFERENCE COUNTY, N.Y.
	SOURCE: "G"	AUGUST 6, 1987
	PROJECT NO. 21-3013	
	Ausfeld & Waldruff Land Surveys,LLP 213 CLINTON STREET, SUITE 201 PHOENIX, AZ 85004 PHONE: 602.441.5565 FAX: 602.441.5566	
	UNICENT P. AIRFIELD P.L.S. UNICENT-RTT <a href="http://www.aulsllp.com">www.aulsllp.com</a>	

# Stewart's

April 11, 2022

Mayor Smith and Members of the Watertown City Council,

I learned from Chuck Marshall of my office that there is concern about the petroleum bulk storage installation for the proposed relocation of Stewart's from 1226 Washington Street to the southeast corner of Washington St and Flower Avenue East. Because there were a number of topics raised, I have delineated each subject matter in an attempt to segregate.

## **Prohibitions or Restriction on Petroleum Bulk Storage**

As we understand it, outside the zoning elements which are currently under review, there are no city-wide regulations prohibitive of this action. The governing regulation regarding petroleum bulk storage is **6 NYCRR Part 613**. In speaking with Chuck, he indicated that in October he had provided the "Petroleum Storage Equipment – Design, Installation and Maintenance" documents which outlines the framework of the Stewart's compliance program. Chuck did so in response to a request by a potential neighbor and then forwarded to City staff ensuring full disclosure, a copy attached for your convenience.

## **Benzene Emission and Air Quality**

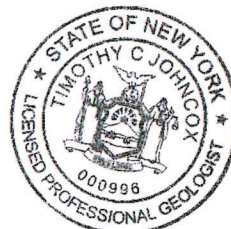
Please understand that **6 NYCRR Part 613** does not regulate Benzene emissions. Instead, Benzene emissions are regulated through **6 NYCRR Part 612**. This regulation places New York in line with the California Clean Air Standards. Here, facilities pumping in excess of 1.2 million gallons of gasoline annually are required to install additional equipment for air quality assurance (under **NESHAP Rule Part CCCCCC**) and that equipment must be tested triennially for full functionality and vapor tightness. The purpose of this is to ensure that high throughput gasoline-dispensing facilities prevent fugitive vapors from exiting the facility via fill ports, vent stacks or any system fittings. While the goal is zero fugitive vapors, there is no specific standard or threshold regulated for emissions through New York State from such a facility, since the equipment standards and test procedures are intended to preclude such releases in the first place. Fill ports are equipped with California Air Resources Board-compliant vapor-tight drop tubes, vapor connections are equipped with check valve "poppits", vent stacks are fitted with Pressure/Vacuum vent caps with specified and controlled "cracking" pressures, and all fittings and appurtenances are sealed and vapor tight. Tankers offloading fuels during delivery are all equipped with Stage I vapor recovery systems which return displaced vapors to the tanker truck during delivery rather than venting to the atmosphere (these vapors are later returned to the terminal when the tanker re-loads). Modern passenger vehicles fueling at the facility are also equipped with EPA-mandated onboard refueling vapor recovery systems which successfully sequester vapors during fueling to be burned via internal combustion later while driving. Further, the NYSDEC conducts routine compliance inspections on behalf of the Environmental Protection Agency (EPA) and Stewart's has not had a single violation on its petroleum bulk storage or vapor tightness program in any of the facilities in the Watertown area for the past ten years.

If you wish to discuss further, please don't hesitate to call me at (518) 581-1201 ext 4259.

Sincerely,  
Stewart's Shops Corp.



Timothy C. Johncox, P.G.  
Environmental Compliance & Remediation



P.O. Box 435 Saratoga Springs, NY 12866





## **Petroleum Storage Equipment – Design, Installation & Maintenance**

September 7, 2016

As a family- and employee-owned business that owns its real estate, Stewart's puts a tremendous investment into our high standards for petroleum storage equipment and its maintenance. We live in the communities we serve, and keep a steady focus on compliance excellence to protect the environment and our drinking water sources.

All of our newly installed gasoline facilities meet and/or well exceed all relevant codes and regulations including NYS DEC codes 6NYCRR part 613, NFPA (National Fire Protection Association) codes, and the New York State Uniform Fire Prevention and Building Code. We are proud to lead the industry in New York State for petroleum storage compliance.

### **Tanks:**

To protect our shared natural resources, our new systems utilize the latest in double-walled Fiberglass-Reinforced Plastic (FRP) tank design, system-wide secondary containment, 24/7 electronic monitoring, leak detection, overfill protection, spill prevention, and remote alarm reporting. We have not experienced a release to the environment from similar FRP systems in the 16 years we've been installing them.

Our FRP tanks by their very nature are corrosion-proof, and thereby do not experience degradation from contact with soil or groundwater. This ensures a long-lasting tank with walls that retain their structure and tightness for decades. Our tanks are also double-walled, or in other words are constructed as a "tank within a tank", with an interstitial space that is brine-filled and monitored electronically for any change 24 hours a day, 7 days a week. In the rare event of a leak in either the inner (primary) or outer (secondary) wall, the change in brine level will instantly alert us of an issue. Any alarms triggered by our system are visible and audible at the shop, and are also visible at our headquarters via web console and email/mobile phone for the fastest possible response. And the double-walled construction ensures that the product stored never reaches the environment, allowing time to empty the vessel and make a lasting, quality repair.

The FRP tanks deliver stored fuel via submersible turbine pumps (STPs) to our dispensers under pressure. The STPs and ancillary tank-top equipment are enclosed within secondary containment sumps sealed to the top of the tanks. If a leak were to occur in this equipment, it would be fully contained by the sump and would not reach the environment. All STP sumps are monitored 24/7 by liquid sensors, which instantly trigger an alarm at the shop and our headquarters as above in the presence of liquid (even water).

Our FRP tanks are also specially equipped to prevent overfilling during a fuel delivery via an automatic shut-off mechanism which stops the flow of fuel into the tank when it reaches 95% capacity (but does allow the deliverer to safely empty the delivery hose into the tank before disconnecting). A 15-gallon spill bucket surrounds the fill port so that, in the event of a mishap during hose handling, any spilled fuel is immediately contained and will not reach the environment. Venting of the tanks includes Stage I Vapor Recovery, which returns any gasoline vapors from our tanks to the truck during delivery to prevent the unwanted release of petroleum vapors to the air.

### **Piping:**

Flexible double-walled piping is used on all of our underground systems. The flexible design not only avoids the stress failures that befall rigid piping, but also gives the piping layout a seamless design from the tanks all the way to the dispensers. Fewer fittings means fewer opportunities for a leak. The interstitial space between the two piping walls is monitored electronically 24/7 and would allow a leak to drain safely back to the tank sump without ever reaching the environment. The piping is also installed in a 4" diameter conduit, giving a de-facto

**P.O. Box 435 Saratoga Springs, NY 12866**



triple containment construction and providing greater physical protection to the outer wall. The pressurized inner wall which carries the petroleum to the dispensers is also monitored 24/7 by an electronic line leak detector, which in the event of a pressure loss not only triggers alarms at the shop and our headquarters, but also shuts down the flow of fuel from the associated tanks to stop product loss.

#### Dispensers:

Our dispensers also contain spill prevention designs. Beneath every dispenser is a secondary containment sump which catches and contains any leaks or drips that might occur inside the dispenser cabinet, thus preventing the release of petroleum to the environment. Liquid within this sump is allowed to communicate through the interstitial space of the piping back to the tank's STP sump, there triggering the liquid sensor alarm at the shop and our headquarters for a rapid response and repair.

Breakaway fittings are installed on the dispenser hoses which allow all hoses to safely release from the dispenser and stop the flow of fuel in the event of a drive-off where the nozzle is still in a customer's tank. Nozzles are all equipped with an automatic shutoff feature to alert the customer that their tank is almost full, thereby reducing the likelihood of an overfill. Shear (or "impact") valves are installed in piping beneath the dispensers and are designed to break or shear at a controlled point in the event of a car-dispenser accident, automatically shut off the flow of fuel from the tanks, and prevent backflow from within the affected dispenser.

#### Electronic Safeguards:

Besides the line leak detectors, sump liquid sensors, and interstitial liquid sensors mentioned above, our system operation is monitored continuously by an automatic tank gauge (ATG) which acts as the "brain". It receives and relays input 24/7 from the various sensors and probes, monitors inventory levels, measures deliveries, senses for water, and alerts Stewart's of any unusual operating conditions or alarms. Our systems are also equipped with one-touch "E-Stop" buttons that allow a user to instantly stop the flow of fuel and disconnect all power and communication circuits to the dispensers in the event of an emergency.

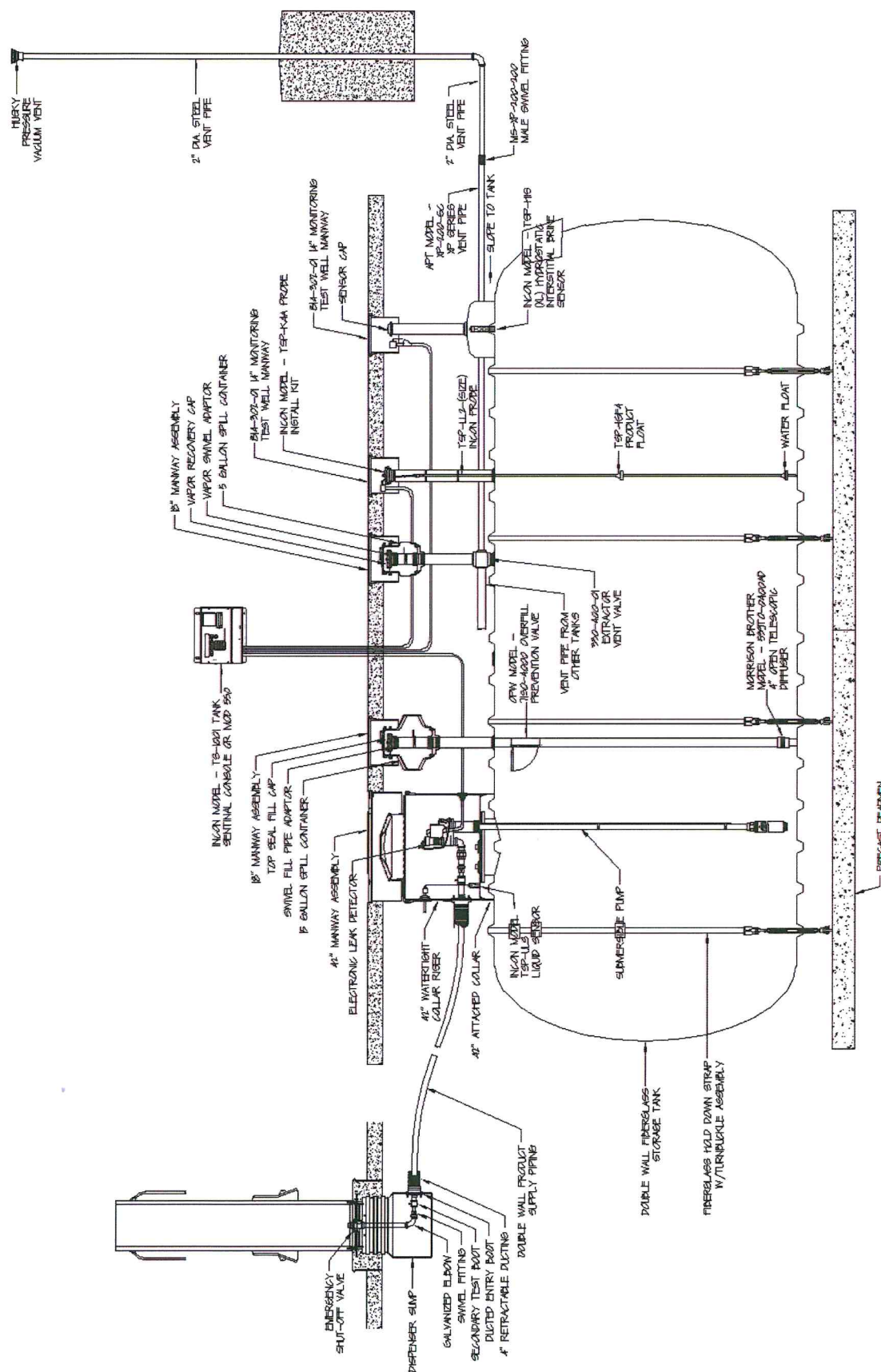
#### Maintenance, Training & Inspection:

Once a facility is in operation, multiple measures are taken to maintain a safe facility. Our procedures include constant automatic gauging of fuel storage tanks to reconcile inventory daily. We know every day if our physical inventory of fuel matches what our records show we should have, and any deviations are vigorously investigated. Fuel dispensers are calibrated regularly, and the Department of Weights and Measures checks the calibration of the pumps on a routine basis. This ensures that an accurate inventory reconciliation is possible.

Although we are years ahead of the EPA deadline for performing this, Stewart's is currently inspecting and hydrostatically testing its secondary containment and overfill protection equipment to prove functionality in the unlikely event of a primary containment failure. Tank top sumps, under-dispenser sumps and fill port spill buckets are carefully inspected and then filled with water for a set time period to prove tightness. Overfill protection devices such as automatic shut-off are pulled, inspected, and their shutoff functionality is confirmed. This is all repeated every 3 years.

We provide initial and continuous Class C Operator training to our shop personnel and maintenance employees in order to equip them to properly operate a petroleum bulk storage facility with emphasis on protection of human health and the environment. Employees are trained to stop, contain, clean, and report all surface spills to a Corporate Spill Responder and involve emergency responders as needed. All shops stock spill clean-up materials. This training program will become mandatory in late 2016, however Stewart's Shops Corp. has been training this way since 2003. We also fully inspect our systems and inventory records on a monthly basis and then audit those inspections annually. Our inspections go far beyond the NYSDEC inspection scope, which occurs every 3 years. Abbreviated monthly inspections will be required by NYS after this year, but Stewart's has been conducting thorough monthly inspections for the past 13 years.

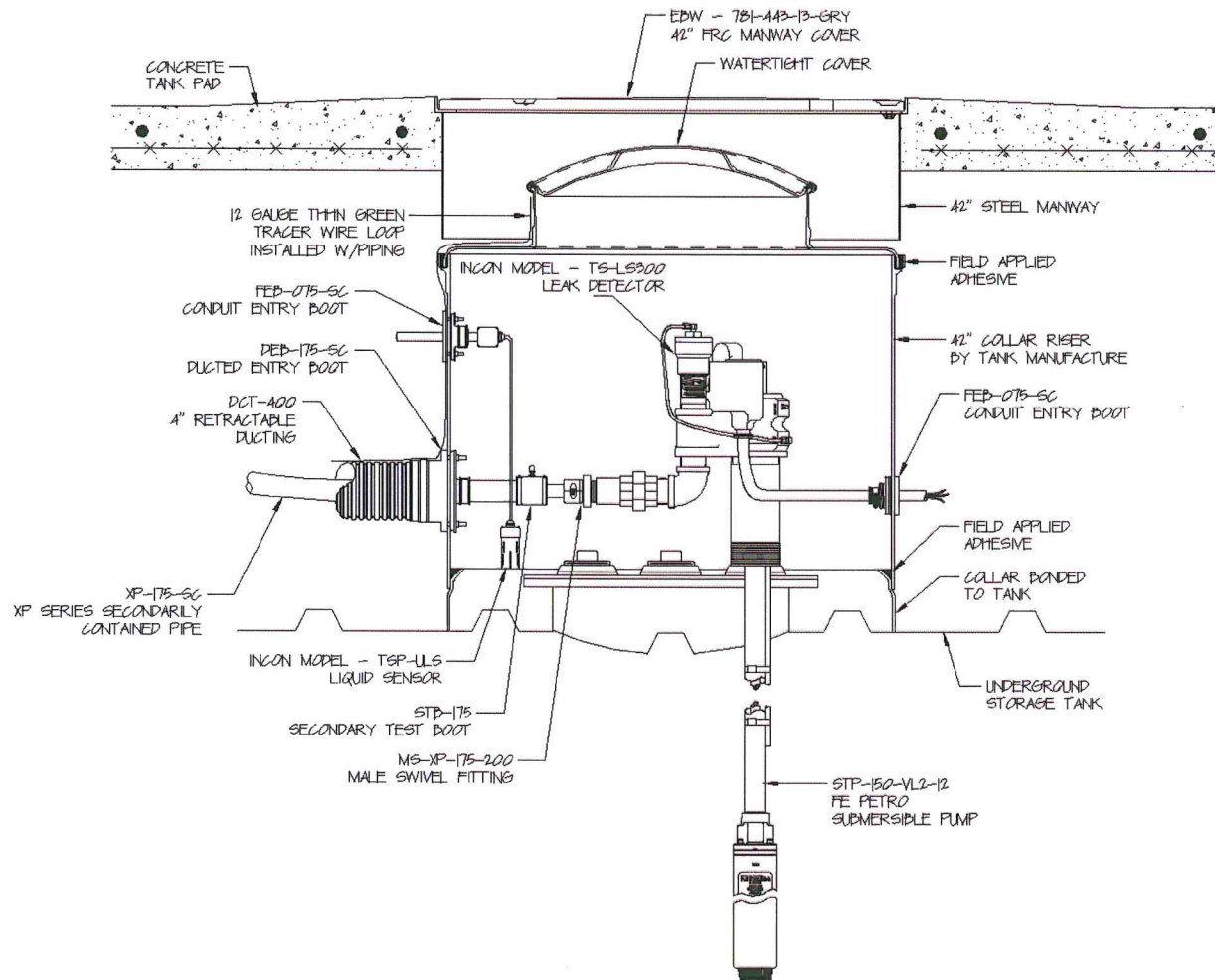
We simply cannot overstate our commitment to operate safe, compliant, well-maintained underground storage tank systems for the protection of our neighborhoods and local environment.



5 TYPICAL ILLUSTRATIVE APPLICATION DETAIL

SCALE: 3/8"=1'-0"  
CROSS REFERENCE: NONE

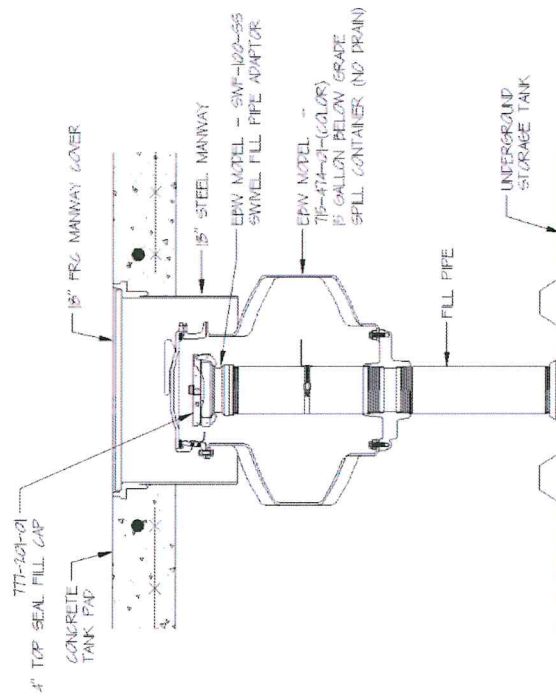
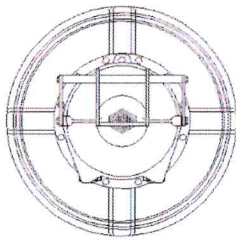
SCALE: 3/8"=1'-0"  
CROSS REFERENCE: NONE



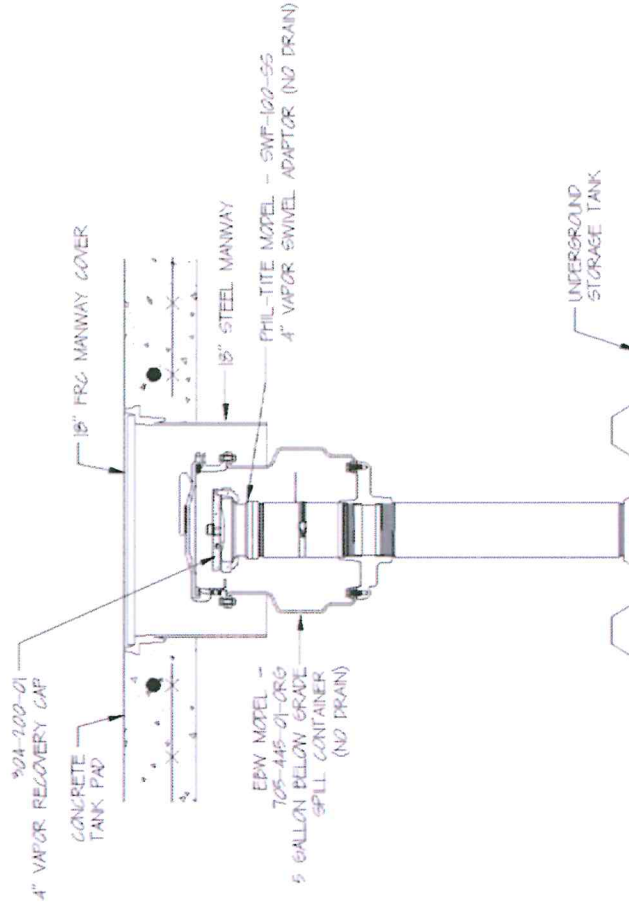
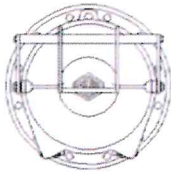
## SUBMERSIBLE PUMP / MANHOLE DETAIL

SCALE: 1"=1'-0"  
CROSS REFERENCE: NONE

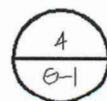
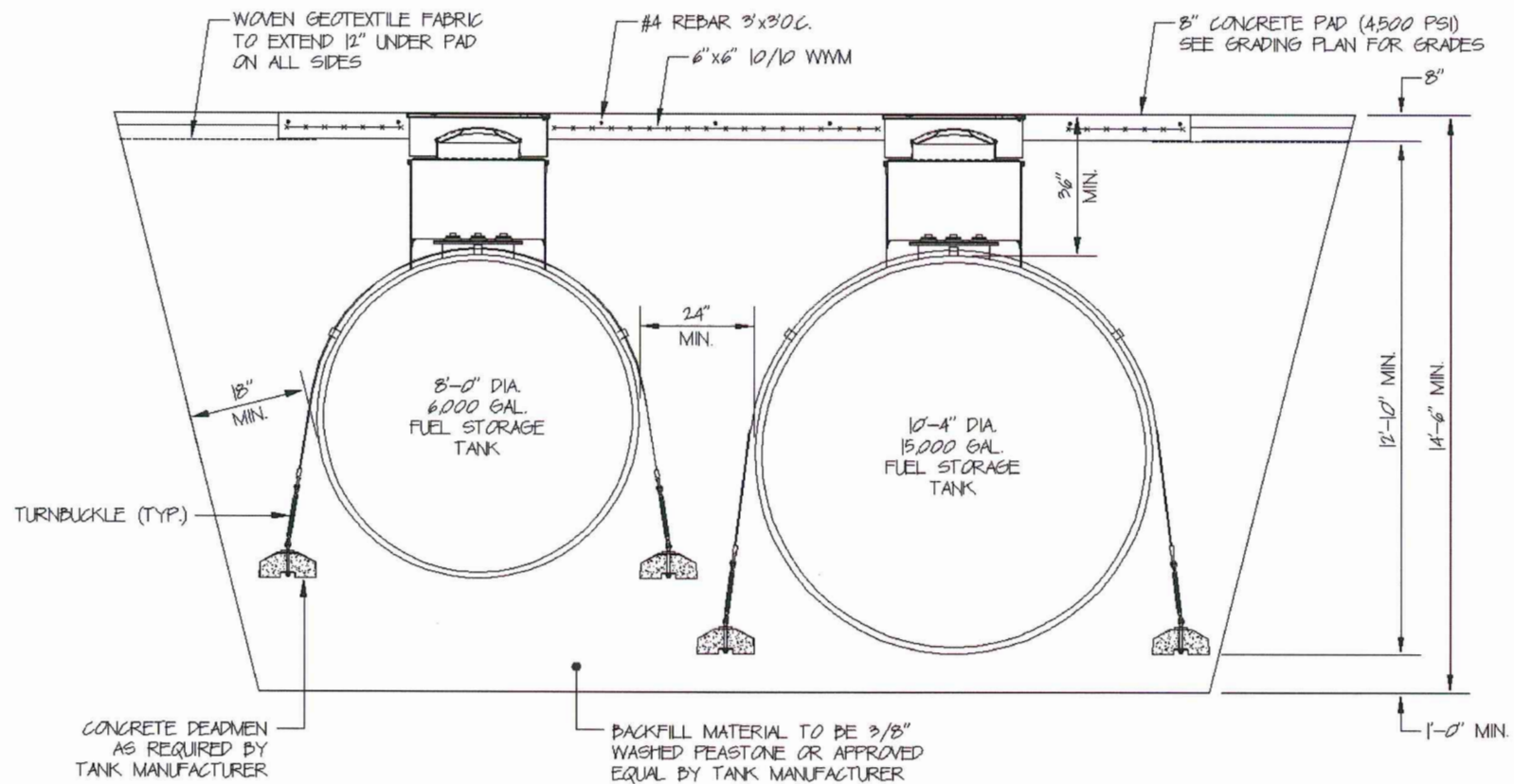




4 TANK FILL DETAIL  
SCALE: 1"=1'-0"  
CROSS REFERENCE: NONE



6 VAPOR RECOVERY DETAIL  
SCALE: 1"=1'-0"  
CROSS REFERENCE: NONE



# TANK CROSS-SECTION DETAIL

SCALE: 1/4"=1'-0"  
CROSS REFERENCE: NONE



## **Ausfeld & Waldruff Land Surveyors LLP**

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### **LEGAL DESCRIPTION**

#### ***Rezone Legal Description***

***2,776 Sq. Ft.***

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

Commencing at a point located at the intersection formed by the easterly line of Washington Street with the southerly line of East Flower Street; thence from said point of commencement and along said East Flower Street, South 87°12'09" East, 97.88 feet to the point of beginning; thence from said point of beginning and along said southerly line of East Flower Street, South 87°12'09" East, 17.67 feet to a point; thence through along the division line between Tax Map Parcel 11-12-127, South 18°42'36" East, 88.19 feet to a point; thence along the division line between Tax Map Parcel 11-12-127 & Tax Map Parcel 11-12-126, the following two courses: 1) North 87°12'09" West, 50.00 feet to a point and 2) North 02°47'51" East, 82.05 feet to the point or place of beginning.

Containing in all 2,776 square feet of land being more or less.

April 8, 2022

Vincent P. Ausfeld P.L.S