

CITY OF WATERTOWN, NEW YORK

AGENDA

Monday, December 5, 2022

7:00 p.m.

This shall serve as notice that the next regularly scheduled meeting of the City Council will be held on Monday, December 5, 2022, at 7:00 p.m. in the City Council Chambers, 245 Washington Street, Watertown, New York.

MOMENT OF SILENCE

PLEDGE OF ALLEGIANCE

ROLL CALL

ADOPTION OF MINUTES

COMMUNICATIONS

PRIVILEGE OF THE FLOOR

RESOLUTIONS

- Resolution No. 1 - Accepting Bid for Contracted Hauling Services T.J. Clement Construction Company Inc.
- Resolution No. 2 - Establishing 2023 County Tax Rate
- Resolution No. 3 - Appointment of Commissioner of Deeds
- Resolution No. 4 - Readopting Fiscal Year 2022-23 General Fund Budget – Used Fire Ladder Truck
- Resolution No. 5 - Accepting Purchase Offer for a 2000 Pierce SkyArm Ladder Truck from City of Geneva
- Resolution No. 6 - Authorizing the City Manager to Enter into an Environmental Easement for the Brownfield Cleanup Project at Ogilvie Foods, 148 Pleasant Street North, PIN 6-15-119.000
- Resolution No. 7 - Approving the Memorandum of Understanding Between the City of Watertown and CNY Fair Housing to Administer a Fair Housing Education and Enforcement Program
- Resolution No. 8 – Finding That Changing the Approved Zoning Classification of the Rear Portions of 528 and 540 State Street, Parcel Numbers 12-03-127.000 and 12-03-128.000 from Residence C to Commercial and Approving the Site Plan for the Construction of a Taco Bell Restaurant at 514, 528 and 540 State Street Will Not Have a Significant Impact on the Environment

- Resolution No. 9 - Nominating Stanley Zaremba to the Community Action Planning Council of Jefferson County
- Resolution No. 10 - Authorizing Public Sale of City Owned Tax Sale Certificate
- Resolution No. 11 - Approving the 2022-2024 Collective Bargaining Agreement Between the City of Watertown and the Local CSEA Unit 7151-00

ORDINANCES

LOCAL LAW

PUBLIC HEARING

- 7:15 p.m. Public Hearing for Changing the Approved Zoning Classification Of the Rear Portion of 528 and 540 State Street, Parcel Numbers 12-03-127.000 and 12-03-128.000 from Residence C to Commercial

OLD BUSINESS

- Ordinance - Changing the Approved Zoning Classification Of the Rear Portion of 528 and 540 State Street, Parcel Numbers 12-03-127.000 and 12-03-128.000 from Residence C to Commercial
- Laid Over Under The Rules - Amending Chapter 216: Parks, Playgrounds, and Recreational Areas of the City Code – Adding Facilities, Prohibiting Camping, and Abandonment of Personal Items

STAFF REPORTS

1. Amending the City's 2019 CDBG Annual Action Plan

NEW BUSINESS

EXECUTIVE SESSION

WORK SESSION

Next Work Session is scheduled for Monday, December 12, 2022, at 7:00 p.m.

ADJOURNMENT

NEXT REGULARLY SCHEDULED CITY COUNCIL MEETING IS MONDAY, DECEMBER 19, 2022

Res No. 1

November 22, 2022

TO: The Honorable Mayor and City Council

FROM: Tina Bartlett-Bearup, Purchasing Manager

SUBJECT: Bid #2022-36 Contracted Hauling Services
Letter of Recommendation

The City's Purchasing Department advertised in the Watertown Daily Times for sealed bids from qualified bidders for Contracted Hauling Services, per City specifications and publicly opened and read the sealed bids on November 15, 2022, at 2:00 p.m. EST.

The Purchasing Department received one (1) sealed bid submittal and the bid tabulation is shown below:

Vendor Name Location and Point of Contact		T.J. Clement Construction Co. Inc.		
		Watertown, NY 13601		
Description	Qty.	Unit	Per Unit Price	Minimum Hours Required
Contracted Hauling Service as detailed in specifications	1	Hourly	\$140.00	4
Contracted Hauling Service (Snow Hauling - non prevailing wage rate)	1	Hourly	\$115.00	4

The Purchasing Manager and Public Works Department reviewed the response to ensure compliance with the specifications and hereby recommend that City Council award the bid proposal for the Contracted Hauling Services to T.J. Clement Construction Company, Inc. as the lowest responsive responsible bidder at \$140.00 per hour (prevailing wage) and \$115.00 per hour (non-prevailing wage). The hauling of certain materials requires different wage rates, therefore two different wage rates were requested and provided.

This is a one-year contract commencing on January 1, 2023, ending on December 31, 2023, with the ability to renew the contract for three (3) additional one-year contracts.

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

RESOLUTION

Page 1 of 1

Accepting Bid for Contracted Hauling Services
T.J. Clement Construction Company 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's Public Works Department desires to contract with a qualified firm to provide hauling services, as needed, to move a variety of materials to or from work sites and/or specified material suppliers for City Departments, and

WHEREAS the Purchasing Department advertised and received one (1) sealed bid for Contracted Hauling Services, and

WHEREAS on Tuesday, November 15, 2022, at 2:00 p.m. the bids received were publicly opened and read, and

WHEREAS Purchasing Manager, Tina Bartlett-Bearup reviewed the bid received with the Public Works Department and it is their recommendation that the City Council accept the lowest responsive responsible bid submitted by T.J. Clement Construction Company, Inc., and

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby accepts the bid received from T.J. Clement Construction Company, Inc. at \$140.00 per hour (prevailing wage) and \$115.00 per hour (non-prevailing wage), and

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

Seconded by _____



CITY OF WATERTOWN, NEW YORK
CITY HALL
245 WASHINGTON STREET
WATERTOWN, NEW YORK 13601-3380

Bid Project:	Contracted Hauling Services
Bid Number:	2022-36
Bid Opening Date:	November 15, 2020 @ 2:00p.m.

The following results are bids as presented at the bid opening and do not represent an award.

Vendor Name Location and Point of Contact			T.J. Clement Construction Co. Inc.									
			Watertown, NY 13601									
Description	Qty.	Unit	Per Unit Price	Minimum Hours Required	Per Unit Price	Minimum Hours Required	Per Unit Price	Minimum Hours Required	Per Unit Price	Minimum Hours Required	Per Unit Price	Minimum Hours Required
Contracted Hauling Service as detailed in specifications	1	Hourly	\$140.00	4								
Contracted Hauling Service (Snow Hauling - non prevailing wage rate)	1	Hourly	\$115.00	4								

To: The Honorable Mayor and City Council

From: James E. Mills, City Comptroller

Subject: Proposed County Tax Rate for 2023

By resolution adopted November 16, 2022, the Jefferson County Board of Legislators apportioned the share of the 2023 County tax to be levied on the real property within the City. The City's share of the 2023 County tax is \$8,695,613.04. A comparison of the amount required for County tax purposes for the years 2019 through 2023 is shown below:

	City Share of County Tax Levy	Levy Increase / (Decrease) Amount	Levy Increase / (Decrease) %	Tax Rate Per \$1,000	Tax Rate Increase / (Decrease) Amount	Tax Rate Increase / (Decrease) %
2023	\$ 8,695,613	(\$ 163,841)	(1.85%)	\$ 7.795442	(\$ 0.269758)	-3.34%
2022	\$ 8,859,454	\$ 9,050	0.10%	\$ 8.065200	(\$ 0.003029)	-0.04%
2021	\$ 8,850,404	\$ 144,176	1.66%	\$ 8.068229	\$ 0.060265	0.75%
2020	\$ 8,706,228	\$ 474,810	5.77%	\$ 8.007964	\$ 0.397487	5.22%
2019	\$ 8,231,418	\$ (102,869)	-1.23%	\$ 7.610477	(\$ 0.152530)	-1.96%

The 2023 County tax rate calculates to \$7.795442 per \$1,000 of assessed valuation which represents a 3.34% decrease compared to the 2022 County tax rate of \$8.065200. The 2023 County taxable assessed values total \$1,113,647,866 compared to \$1,096,135,400 from the 2022 assessment roll.

A resolution has been prepared for City Council consideration to approve the 2023 County tax rate.

RESOLUTION

Page 1 of 1
 Establishing 2023 County Tax Rate

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 Board of Legislators of the County of Jefferson, by resolution dated November 16, 2022, and in accordance with New York State Real Property Tax Law Article 9 Section 904 has certified to the City that the contribution of the City of Watertown to the taxes of the County of Jefferson for the Fiscal Year beginning January 1, 2023 is \$8,695,613.04,

NOW THEREFORE BE IT RESOLVED that this Council shall and hereby does levy the said aggregate amount of taxes of \$8,695,613.04, so ascertained and directed and to be certified to the City and to be extended on the Assessment Rolls by the City Assessor, as provided by Section 115 of the City Charter, and

BE IT FURTHER RESOLVED that the City does hereby levy a total fee of \$8,695,613.04 to be collected at a rate of \$7.795442 per \$1,000 of assessed valuation, of which County tax levy is \$8,681,376.71 and includes \$14,236.33 in omitted taxes.

Seconded by _____

JEFFERSON COUNTY BOARD OF LEGISLATORS

Resolution No. 288

Certification of Taxes to the City of Watertown

By Legislator: Robert D. Ferris

Resolved, That the Clerk of the Board be and is hereby authorized and directed to certify to the Clerk and the Assessor of the City of Watertown, the apportioned share of the 2023 County Tax to be levied on real property within the City as follows:

County Tax \$8,695,613.04

Seconded by Legislator: Daniel R. McBride

State of New York)
) ss.:
County of Jefferson)

I, the undersigned, Clerk of the Board of Legislators of the County of Jefferson, New York, do hereby certify that I have compared the foregoing copy of Resolution No. 288 of the Board of Legislators of said County of Jefferson with the original thereof on file in my office and duly adopted by said Board at a meeting of said Board on the 15th day of November, 2022 and that the same is a true and correct copy of such Resolution and the whole thereof.

In testimony whereof, I have hereunto set my hand and affixed the seal of said County this 16th day of November, 2022.


Clerk of the Board of Legislators

Res No. 3

November 28, 2022

To: The Honorable Mayor and City Council
From: Ann M. Saunders, City Clerk
Subject: Commissioner of Deeds

Attached for City Council consideration is a resolution appointing various City employees and non-employees as Commissioner of Deeds for the City of Watertown for a two-year term ending December 31, 2024.

RESOLUTION

Page 1 of 2

Appointment of Commissioner of Deeds

Council Member HICKEY, Patrick J.

Council Member OLNEY III, Clifford G.

Council Member PIERCE, Sarah V.C.

Council Member RUGGIERO, Lisa L.

Mayor SMITH, Jeffrey M.

Total

YEA	NAY

Introduced by _____

WHEREAS Commissioner of Deeds in the cities of this state shall be appointed by the common councils of such cities, and

WHEREAS Commissioner of Deeds shall hold the term of two years, and

WHEREAS any person who resides in or maintains an office or other place of business in any such city and who resides in the county in which said city is situated shall be eligible to appointment;

NOW THEREFORE BE IT RESOLVED that the following individuals are hereby appointed Commissioner of Deeds for the term expiring December 31, 2024.

City Employee - Police Department

Badalato, Jason J.
Boyle, Sean P.
Cooley, Kristopher W. E.
Davis, Joshua W.
Decker, Tyler R.
Finster, Michael G.
Freeman, Scott J.
Giaquinto, Joseph A.
Gooshaw, Matthew C.
Hunter, Sydney G
Kamide II, Christopher J.
Kolb, Miranda J.
Landphere, Lindsey M.
Mackey, Amanda L.
March II, Frederick E.
McConnell, Wayne W.
McKoy, Omar P.
Miller, Ernest J.
Neddo, Andrew T.

Bickel, Charles L. III
Bull, Jacob W.
Cummings, George A.
Dean, Joel S.
Donoghue, Charles P.
Foote, Jeremy D.
Gatch, Ronald E.
Gibbs, Gregory P.
Horr, David W.
Jamieson, John D.
Kellogg, David M.
Lamica, Mark A.
Larkins, Jennifer L.
Maney, Michael S.
McAdoo, Michael
McIntyre, Scott M.
McLane, Eric J.
Moran, Joshua
Noone, Kenny C.

RESOLUTION

Page 2 of 2

Appointment of Commissioner of Deeds

Council Member HICKEY, Patrick J.

Council Member OLNEY III, Clifford G.

Council Member PIERCE, Sarah V.C.

Council Member RUGGIERO, Lisa L.

Mayor SMITH, Jeffrey M.

Total

YEA	NAY

O'Brien, Cristin N.
O'Hearn, Joshua
Pinsonneault, Connor J.
Roll, Matthew T.
Shawcross, Dustin C.
Sines, Robert L.
Thomas, Christopher L.
Trottier, Holly M.
Workman, Travis K.

O'Brien, Dennis P.
Parsons, Pearce A.
Preedom, Matthew D.
Ryan, Shane M.
Sherrill, Virginia R.
Spencer, Jr., James R.
Trapp, Vance J.
White, Samuel R.

Non-City Employees

Connell, Robert D.
McDonald, Corey
Rivera, Vilmarie
Taylor, Joy

Kittleson Jr., Timothy
McIntosh, Martha Ann
Ross, Jennifer Ann

Seconded by _____

November 29, 2022

To: The Honorable Mayor and City Council

From: Kenneth Mix, City Manager

Subject: Readopting Fiscal Year 2022-23 General Fund Budget – Used Fire Ladder Truck

The Fire Department is in need of an additional fire ladder truck. Currently the City has ordered a new fire ladder truck per the Fiscal Year 2020-21 Capital Budget from WNY Bus Parts, Inc, which is not expected to be delivered until December 2023.

Truck #1 (2004 Pierce) is currently in service, but its ladder suffers from a hydraulic issue. Fire personnel have been instructed not to climb the ladder. They are only able to use the truck to carry the equipment and ground ladders. The apparatus has been to the dealer to repair the problem but staffing shortages at their facility and supply chain issues prevented a timely repair. We ultimately had to bring it home and use it when we discovered Truck #2 was not safe to drive. The apparatus failed its aerial inspection on November 10th with 9 “required” repairs needed to get it to pass. Many of those required items simply cannot be done without major work, on the scale of what would be done during refurbishment. The aerial test inspectors told us they think it would be safe to climb, but their written report will make it clear repairs should be made. The problems include some minor items like securing a ladder rung cover and replacing slide pads to the more complex aerial computer system that is causing erratic aerial operation. This truck is slated to be refurbished as budgeted for in this year’s Capital Budget. It will be sent for that work as soon as possible.

In late October, we noted **Truck #2 (1986 E-One)** was having issues with its rear suspension and axles. On the advice of our DPW mechanics, we took the vehicle out of commission and retrieved Truck #1 from the dealership to put it back in service. Whitesboro Spring assessed the situation and determined the rear suspension had worn to the point it needed to be replaced. Unfortunately, finding parts for a 36+ year old ladder truck proved difficult. In the end, the only real option was to replace the entire rear suspension with a newer design. While we were sourcing parts, Truck #2 also failed its aerial inspection. It failed with a single “required” repair – tensioning the aerial’s cables. Immediately after its test it was delivered to Whitesboro Spring for repair to the rear suspension. During the tear down it was also noted that the differential in one of the rear axles needed replacement, requiring a remanufactured differential. The repairs

will take about two more weeks and is expected to cost \$20,000, a noteworthy fraction of the overall value of the truck. Unfortunately, we need to make the repair, so we have something safe and in service. After the rear suspension and differential are fixed, we'll get the aerial cables properly tensioned so that the aerial passes its aerial inspection.

Once Truck #2 is returned to the line it will be the only usable ladder truck the department has until Truck #1 is refurbished. Having a reserve aerial truck is essential considering Truck #2's age.

The Chief and Deputy Chief searched for alternatives for a reserve truck and found that the City of Geneva is selling their 2000 Pierce ladder truck. Geneva has agreed to sell it to us for \$40,000. Staff has evaluated the truck and feels it is in decent condition. The Chief is recommending that we purchase it.

If City Council agrees with the recommendation of acquiring Geneva's used ladder truck, we will then be in a position to send Truck #1 to be refurbished with an expected return to the line in the summer of 2023. We will ultimately dispose of both Geneva's used truck and Truck #2 once Truck #1 is refurbished and the new ladder is delivered.

A budget re-adoption resolution has been prepared for City Council consideration that would appropriate \$40,000 from fund balance to purchase a used fire ladder truck from the City of Geneva.

RESOLUTION

Page 1 of 1

Readopting Fiscal Year 2022-23 General
Fund Budget – Used Fire Ladder Truck

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 June 6, 2022 the City Council passed a resolution adopting the Budget for Fiscal Year 2022-23, of which \$57,731,644 was appropriated for the General Fund, and

WHEREAS the Fire Department ladder trucks have failed inspections and repairing one of the ladder trucks will put it out of service for an extended period of time leaving the department without a reserve ladder truck, and

WHEREAS the Fire Department has located a used ladder truck being sold for \$40,000 by the City of Geneva which would be suitable for the department's needs,

NOW BE IT RESOLVED that the City Council of the City of Watertown hereby re-adopts the General Fund Budget for Fiscal Year 2022-23 and makes the following adjustments in the re-adopted General Fund Budget:

GENERAL FUND**Appropriated Fund Balance**

A.0000.0909 Fund Balance \$ 40,000

Total Appropriated Fund Balance \$ 40,000

Expenditures

A.3410.0230 Fire - Vehicles \$ 40,000

Total Expenditures \$ 40,000

Seconded by

Res No. 5

November 30, 2022

TO: The Honorable Mayor and City Council

FROM: Tina Bartlett-Bearup, Purchasing Manager

SUBJECT: Purchase Offer – 2000 Pierce Sky- Arm 100’ Ladder Truck
Letter of Recommendation

The City’s Fire Department researched options to secure a used, surplus ladder truck to support the immediate needs of the fire department.

The Purchasing Manager and Fire Department reviewed the purchase offer received to ensure compliance with the departmental specifications and hereby recommend that City Council accept the purchase offer from the City of Geneva in the amount of **\$40,000**.

The 2000 Pierce Sky-Arm 100’ Ladder Truck purchase will be funded through the General Fund Budget as readopted by City Council.

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

RESOLUTION

Page 1 of 1

Accepting Purchase Offer for a 2000 Pierce
SkyArm Ladder Truck from City of Geneva

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's Fire Department desires to purchase a used, surplus ladder truck to support the immediate needs of the Fire Department, and

WHEREAS purchasing surplus/second-hand materials, supplies, and equipment from certain other governments (GML, Section 103 [6]) is exempt and not subject to competitive bidding (Section 103), and

WHEREAS Purchasing Manager, Tina Bartlett-Bearup reviewed the purchase offer received with the Fire Department and it is their recommendation that the City Council accept the purchase offer submitted by the City of Geneva, and

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby accepts the purchase offer received from the City of Geneva in the amount of \$40,000, and

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

Seconded by _____



November 29, 2022

Dear Watertown City Council Members,

The City of Geneva has issued for surplus a 2000 Pierce Sky-Arm 100' Ladder truck, and are willing to sell this equipment, as is, to the City of Watertown for the price of \$40,000. The vehicle and all records are available for inspection prior to purchase. This sale price is only being offered to the City of Watertown in an effort to assist with their dire need for a sufficient fire apparatus.

Sincerely,

A handwritten signature in black ink, reading "Amie M. Hendrix". The signature is fluid and cursive, with the first letters of each word being capitalized.

Amie M. Hendrix
City Manager

Office of the City Manager, Amie M. Hendrix

CITY HALL- 47 CASTLE STREET- GENEVA, NEW YORK 14456

December 5, 2022

To: The Honorable Mayor and City Council

From: Jennifer L. Voss, Senior Planner

Subject: Authorizing the City Manager to Enter into an Environmental Easement for the Brownfield Cleanup Project at Ogilvie Foods, 229 California Ave, PIN 6-15-119.100

The City of Watertown entered into a Brownfield Site Cleanup Agreement with the New York State Department of Environmental Conservation on June 12, 2012 related to the remediation of the environmental contamination at the former Ogilvie Foods property at 148 North Pleasant Street.

The property was subdivided into three parcels. The parcels along North Pleasant Street and California Avenue are intended for housing and the interior parcel, now known as 229 California Avenue or Parcel No. 6-15-119.100, is intended to be open space.

As part of the remediation process, the New York State Department of Environmental Conservation (DEC) requires that the City of Watertown place an Environmental Easement on Parcel 6-15-119.100 prior to moving forward with redevelopment plans for the site. That parcel was not remediated to the level allowing residential use and the Environmental Easement will prevent it from being used as such.

Staff is preparing the environmental easement package for submittal to the DEC, which must include a resolution authorizing the signature on the easement.

The resolution prepared for City Council consideration authorizes the City Manager to enter into the Environmental Easement on behalf of the City Council.

RESOLUTION

Page 1 of 1

Authorizing the City Manager to Enter into an Environmental Easement for the Brownfield Cleanup Project at Ogilvie Foods, 229 California Ave, PIN 6-15-119.100

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 is the owner of record identified on the deed for a lot of land known as 148 Pleasant Street North, Parcel No. 6-15-119.000, and

WHEREAS the City of Watertown entered into a Brownfield Site Cleanup Agreement with the New York State Department of Environmental Conservation on June 12, 2012 related to the remediation of the environmental contamination at the former Ogilvie Foods property at 148 North Pleasant Street (“Ogilvie Foods”), and

WHEREAS 148 Pleasant Street North has been subdivided, creating a new parcel known as 229 California Ave. Parcel No. 6-15-119.100, and

WHEREAS the City of Watertown is seeking an Environmental Easement for the new Parcel 6-15-119.100 as part of the remediation process in order to move forward with redevelopment plans for the site, and

WHEREAS the City of Watertown is required by the New York State Department of Environmental Conservation to bestow upon the executive the authority to sign an Environmental Easement for Parcel No. 6-15-119.100 as a prerequisite for preparing such an Easement,

NOW THEREFORE BE IT RESOLVED that the City Manager of the City of Watertown is authorized to enter into an Environmental Easement on behalf of the City of Watertown as required by the New York State Department of Environmental Conservation.

Seconded by

PLEASANT ST N

6-15-119.200

6-15-119.100

6-15-119.300

CALIFORNIA AVE

COLUMBIA ST



November 29, 2022

To: The Honorable Mayor and City Council

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

Subject: Approving the Memorandum of Understanding Between the City of Watertown and CNY Fair Housing to Administer a Fair Housing Education and Enforcement Program

As a recipient of Community Development Block Grant (CDBG) entitlement funding under the United States Department of Housing and Urban Development (HUD), the City has certified that it will affirmatively further Fair Housing. As a part of this certification, the City is responsible for identifying barriers to Fair Housing and developing strategies to address those barriers.

In the City's adopted Consolidated Plan for CDBG Program Years 2021-2025, the City identified Fair Housing Education as a needed Public service, a Priority Need and as a Goal for the upcoming Program Years. Additionally, the City's 2020 Analysis of Impediments to Fair Housing (AI) identified a lack of knowledge of Fair Housing rights as one of five major impediments. Given that State and Federal laws related to Fair Housing are constantly evolving, Staff anticipates Fair Housing Education to be a continuing need.

Since CDBG Program Year 2016, the City has annually retained CNY Fair Housing to conduct Fair Housing education, advertising and enforcement activities in the Watertown service area every year with the exception of Program Year 2019, when CNY Fair Housing prepared the AI in lieu of an conducting an education program.

For the second consecutive year, in addition to its pre-2022 deliverables, CNY Fair Housing also proposes to host a table at two community events as a means of conducting outreach and distribute informational materials. The marketing component also retains flexibility to allow CNY Fair Housing to determine the most cost-effective advertising medium. CNY Fair Housing will also continue to test for accessibility violations at multi-family properties as part of their scope of services.

Attached is a Memorandum of Understanding (MOU) between the City and CNY Fair Housing to conduct Fair Housing education, advertising, enforcement and testing activities in the City of Watertown for 2022. The MOU is for a not-to-exceed sum of \$5,000. The City of Watertown has allocated this amount for a Fair Housing education project in its adopted 2022 Annual Action Plan.

The attached resolution approves the MOU between the City and CNY Fair Housing for the Fair Housing Education and Enforcement Program and authorizes the City Manager to execute the agreement on behalf of the City.

RESOLUTION

Page 1 of 1

Approving the Memorandum of Understanding Between the City of Watertown and CNY Fair Housing to Administer a Fair Housing Education and Enforcement Program

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, as a recipient of Community Development Block Grant (CDBG) entitlement funding under the United States Department of Housing and Urban Development, has certified that it will affirmatively further Fair Housing, and

WHEREAS the City of Watertown desires to work with CNY Fair Housing to provide professional services to educate tenants and housing providers within the City of Watertown regarding their respective Fair Housing rights and responsibilities, and

WHEREAS CNY Fair Housing is a qualified Fair Housing Enforcement Agency, and

WHEREAS the City of Watertown desires to refer any Fair Housing complaints received by the City to CNY Fair Housing for further investigation, and

WHEREAS the City of Watertown has allocated CDBG funding in its Program Year 2022 Annual Action Plan for a Fair Housing Education Project, and

WHEREAS CNY Fair Housing has prepared a Memorandum of Understanding (MOU) for the project.

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby approves the MOU with CNY Fair Housing to establish and administer a Fair Housing education and enforcement program, a copy of which is attached and made part of this resolution, and

BE IT FURTHER RESOLVED that the City agrees to pay CNY Fair Housing a not-to-exceed sum of \$5,000 for actual expenses incurred, based on hours worked during the contract period, and

BE IT FURTHER RESOLVED that the City Council hereby authorizes and directs the City Manager, Kenneth A. Mix, to execute the MOU on behalf of the City of Watertown.

Seconded by

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF WATERTOWN
AND
CNY FAIR HOUSING**

THE CITY OF WATERTOWN (“City”) wishes to secure the services of **CNY FAIR HOUSING** to conduct Fair Housing Education and Enforcement activities in the **City**.

Term:

The twelve-month period (January 1, 2023 – December 31, 2023) shall be the contract period. Services enumerated below shall be performed within the contract period.

Services:

CNY Fair Housing agrees to undertake the following:

- Fair Housing Education – Conduct two trainings for local housing providers, housing consumers and/or human service providers working with members of protected classes.
- Fair Housing Community Outreach – Conduct tabling at two community events to distribute informational materials and meet with local housing consumers.
- Fair Housing Marketing – Conduct direct marketing to the broader public through the use of posters, billboards, radio, transit, and/or digital advertising.
- Testing – Conduct Design and Construction testing for accessibility violations. Two tests will be conducted of multi-family properties.
- Complaint Intake – Accept fair housing complaints referred by the City of Watertown and other local partners. Complaints will be investigated to determine if discrimination has occurred and the agency will provide counseling, conduct advocacy, and, if necessary, provide legal representation to victims of discrimination. Complaints that are determined to not be fair housing related will be referred to appropriate services.

The **City** agrees to:

- Refer complaints of housing discrimination to **CNY Fair Housing**.

- Assist **CNY Fair Housing** in promoting fair housing trainings.
- Pay **CNY Fair Housing** a not-to-exceed sum of \$5,000 for actual expenses incurred, based on hours worked during the contract period. **CNY Fair Housing** will itemize all costs.

In the event that additional work (beyond the scope of this MOU) is requested, **CNY Fair Housing** will provide estimates in advance of its performance of said work. Estimates shall be based on time, materials and travel costs.

Payment shall be due upon completion of the project. Partial payment(s) may be authorized by the **City**, at its discretion.

CNY Fair Housing will provide to the **City** quarterly reports detailing activities completed. At the conclusion of the contract, **CNY Fair Housing** will provide a final report summarizing all activities and identifying areas of concern for the **City** to consider in its efforts to Affirmatively Further Fair Housing.

Assignment: Neither party shall assign, transfer, convey or otherwise dispose of this agreement or any of their rights, title or interest therein or the power to execute this agreement without the prior written consent of the other party.

Auditing Clause: **CNY Fair Housing** shall be subject to compliance audits at random intervals. Audits shall include both financial and programmatic checks as they apply to the signed agreement. The auditor shall make determination on procedures and proper expenditures of funds.

Conflict of Interest Clause: **CNY Fair Housing** assures that no person under its employ who exercises any functions or responsibilities in connection with City of Watertown funded projects or programs has any personal financial interests, direct or indirect in this agreement.

Executory Clause: It is understood by and between the parties hereto that this Agreement shall be deemed executory to the extent of the monies available* to the **City** and no liability on account thereof shall be incurred by the **City** beyond monies available for the purpose thereof.

*General Municipal Law 109-b: "available" in an executory clause "relates to the appropriation of funds by the Legislature and the allocation of such funds by the appropriate officer or body such that the unavailability is dependent upon a legislative or budgetary determination or directive not to provide funds for the expenditure in question."

General Municipal Law:

a) This agreement is subject to the provisions of Sections 103-a and 103-b, as amended, of the New York General Municipal Law, which requires, upon the refusal of a person, when called before a Grand Jury, head of State Department, Temporary State Commission or other State entity or the organized crime task force in the Department of Law to testify concerning any transaction or contract

had with the State, any political subdivision thereof, a public authority, such person sign a waiver of immunity against subsequent criminal prosecution or answer relevant questions concerning such transaction or contract.

b) Such person, and any firm, partnership or corporation of which he is a member, partner, director, or officer, shall be disqualified from thereafter selling to or submitting bids to or receiving awards from or entering into any contracts with any municipal corporation or any public department, entity or official thereof, for goods, work or services, for a period of five (5) years after such refusal, and

c) Any and all contracts made within any municipal corporation or any public department, governmental entity or official thereof, since the effective date of this contract, by such person, and by any firm, partnership or corporation of which he is a member, partner, director or officer may be canceled or terminated by the municipal corporation without incurring any penalty or damages on account of such cancellation or termination, but any monies owing by the municipal corporation for goods delivered or work done prior to the cancellation or termination shall be paid.

Independent Contractor (non-employee): The relationship of **CNY Fair Housing** to the **City** arising out of this Agreement shall be that of an Independent Contractor. **CNY Fair Housing**, in accordance with his status as an Independent Contractor, covenants and agrees that he, she or it will conduct himself consistent with such status, that he, she or it will neither hold himself, herself or itself out as, nor claim to be, an officer or employee of the **City** by reason hereof, and that he, she or it will not by reason hereof, make any claim, demand or application for any right or privilege applicable to an officer or employee of the **City**, including, but not limited to worker's compensation coverage, unemployment insurance benefits, social security coverage, or retirement membership of credit.

Liability:

a) **CNY Fair Housing** shall hold and save the **City of Watertown**, its official agents and employees harmless from liability of any nature or kind, including costs and expenses, for, on account of any suits or damages sustained by any persons or property resulting in whole or in part from the negligent performance or omission of any employee, agent or representative of the **CNY Fair Housing**. The **CNY Fair Housing** shall not hold itself out as representing the **City** or binding the **City** in any agreement.

b) **CNY Fair Housing** agrees that all of its employees shall be fully covered by worker's compensation, and New York State disability insurance coverage, and that **CNY Fair Housing** shall have full and adequate liability insurance at all times in the minimum amounts of \$1,000,000 individual and \$3,000,000 aggregate.

Modification and Termination:

a) **CNY Fair Housing** agrees to submit a written request to modify any budget line.

b) **City** agrees to respond to any reasonable request within five (5) working days.

c) **City** reserves the right to make a modification to this agreement as specified in the terms of this agreement.

d) **CNY Fair Housing** agrees to attempt to resolve disputes arising from this agreement by administrative processes and negotiation in lieu of litigation.

This proposal shall serve as the agreement between the **City** and **CNY Fair Housing**. The **City** or **CNY Fair Housing** may terminate this agreement for convenience upon thirty days' written notice, certified mail, return receipt requested. Upon termination, any outstanding fees due to **CNY Fair Housing** shall be honored.

City of Watertown

Date

Sally A. Santangelo, Executive Director
CNY Fair Housing

Date

November 29, 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 the Rear Portions of 528 and 540 State Street, Parcel Numbers 12-03-127.000 and 12-03-128.000 from Residence C to Commercial and Approving the Site Plan for the Construction of a Taco Bell Restaurant at 514, 528 and 540 State Street Will Not Have a Significant Impact on the Environment

At its November 1, 2022, meeting, the City Planning Board voted to recommend that the City Council change the approved zoning classification of the rear portions of 528 and 540 State Street, Parcel Numbers 12-03-127.000 and 12-03-128.000 from Residence C to Commercial. The City Council has scheduled a public hearing on the request for 7:15 p.m. on Monday, December 5, 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 Taco Bell Restaurant. The proposed development would require Site Plan Approval, which would also necessitate a SEQRA review.

In order to avoid segmenting the SEQRA review, the Council must consider the zone change along with the 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 potential environmental impacts of the restaurant along with the zone change when conducting the 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, site plan and development of the proposed Taco Bell restaurant will not have a significant impact on the environment.

The Council should use several documents to aid it in completing Part 2 of the Short EAF. These resources include Part 1 of the Short EAF, the zone change application materials, Planning Staff's October 27, 2022 memorandum to the Planning Board and the conceptual site plan drawings.

RESOLUTION

Page 1 of 2

Finding That Changing the Approved Zoning Classification of the Rear Portions of 528 and 540 State Street, Parcel Numbers 12-03-127.000 and 12-03-128.000 from Residence C to Commercial and Approving the Site Plan for the Construction of a Taco Bell Restaurant at 514, 528 and 540 State Street 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

WHEREAS the City Council of the City of Watertown, New York, has before it an Ordinance to change the approved zoning classification of the rear portions of 528 and 540 State Street, Parcel Numbers 12-03-127.000 and 12-03-128.000 From Residence C to Commercial and

WHEREAS Hospitality Syracuse, Inc. has communicated an intent to develop a Taco Bell Restaurant at 514, 528 and 540 State Street, Parcel Numbers 12-03-126.000, 12-03-127.000 and 12-03-128.000, a development proposal that would require Site Plan Approval, 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 adoption of the ordinance, approval of the site plan and proposed construction would constitute such an "Action," and

WHEREAS the City Council has determined that the proposed ordinance, site plan and proposed development on the site constitute an "Unlisted Action" as that term is defined by 6NYCRR Section 617.2 (al), and

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

RESOLUTION

Page 2 of 2

Finding That Changing the Approved Zoning Classification of the Rear Portions of 528 and 540 State Street, Parcel Numbers 12-03-127.000 and 12-03-128.000 from Residence C to Commercial and Approving the Site Plan for the Construction of a Taco Bell Restaurant at 514, 528 and 540 State Street 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

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

1. Based upon its examination of the Short Environmental Assessment Form and comparing the proposed action with the criteria set forth in 6NYCRR Section 617.7, no significant impact is known, and the adoption of the zone change 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 Part 3 of the Environmental Assessment Form to the effect that the City Council is issuing a Negative Declaration under SEQRA.
3. This Resolution shall take effect immediately.

Seconded by

Short Environmental Assessment Form

Part 1 - Project Information

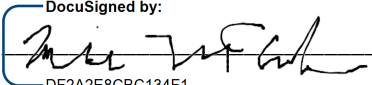
Instructions for Completing

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

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

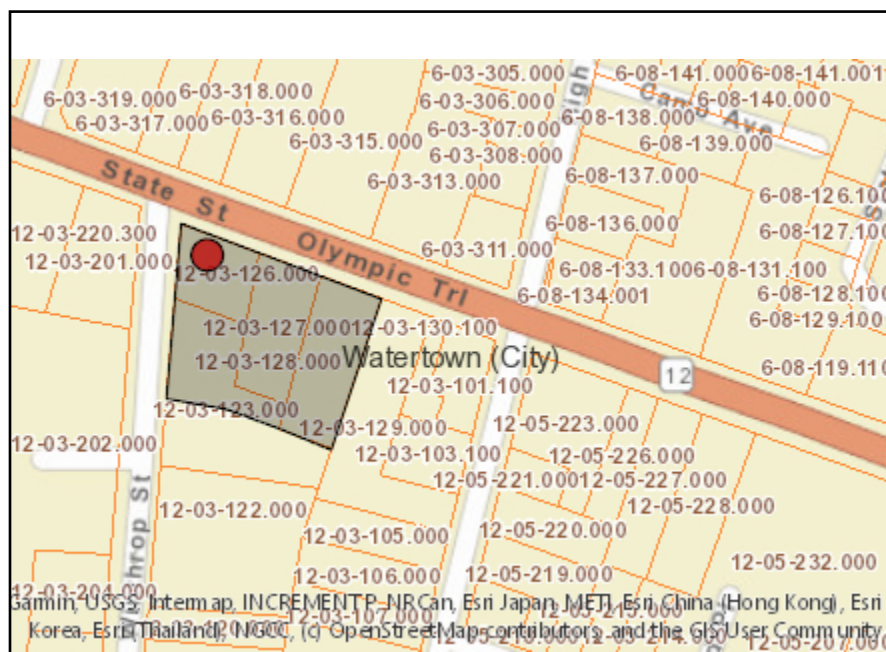
Part 1 – Project and Sponsor Information			
Name of Action or Project: Taco Bell - State St Watertown			
Project Location (describe, and attach a location map): 514, 528, 540 State St Watertown NY 13601			
Brief Description of Proposed Action: This project proposed to demolish the existing Trailways building and associated appurtenance to construct a +/- 2,600 SF Taco Bell building and associated parking lot, utilities, landscaping, etc. The project includes the rezoning of four parcels from Residence C to Commercial.			
Name of Applicant or Sponsor: Hospitality Syracuse, Inc.		Telephone: 315-451-1957	
		E-Mail: mikem@hrgweb.com	
Address: 290 Elwood Davis Road, Suite 320			
City/PO: Liverpool		State: NY	Zip Code: 13088
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"/>	YES <input 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: City Council - Rezoning and Site Plan Approval, ZBA - Variances (potential), City - Lot consolidation, DOH - Backflow approval		NO <input type="checkbox"/>	YES <input checked="" type="checkbox"/>
3. a. Total acreage of the site of the proposed action?		+/- 0.9 acres	
b. Total acreage to be physically disturbed?		+/- 0.9 acres	
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor?		+/- 0.9 acres	
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 checked="" type="checkbox"/> Residential (suburban) <input type="checkbox"/> Forest <input type="checkbox"/> Agriculture <input type="checkbox"/> Aquatic <input type="checkbox"/> Other(Specify): <input type="checkbox"/> Parkland			

5. Is the proposed action, a. A permitted use under the zoning regulations? b. Consistent with the adopted comprehensive plan?	NO <input type="checkbox"/> <input type="checkbox"/>	YES <input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	N/A <input type="checkbox"/> <input type="checkbox"/>
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?	NO <input type="checkbox"/>	YES <input checked="" type="checkbox"/>	
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area? If Yes, identify: _____	NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>	
8. a. Will the proposed action result in a substantial increase in traffic above present levels? b. Are public transportation services available at or near the site of the proposed action? c. Are any pedestrian accommodations or bicycle routes available on or near the site of the proposed action?	NO <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	YES <input type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	
9. Does the proposed action meet or exceed the state energy code requirements? If the proposed action will exceed requirements, describe design features and technologies: _____ _____	NO <input type="checkbox"/>	YES <input checked="" type="checkbox"/>	
10. Will the proposed action connect to an existing public/private water supply? If No, describe method for providing potable water: _____ _____	NO <input type="checkbox"/>	YES <input checked="" type="checkbox"/>	
11. Will the proposed action connect to existing wastewater utilities? If No, describe method for providing wastewater treatment: _____ _____	NO <input type="checkbox"/>	YES <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? 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?	NO <input checked="" type="checkbox"/> <input type="checkbox"/>	YES <input type="checkbox"/> <input checked="" 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? b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody? If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: _____ _____ _____	NO <input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	YES <input type="checkbox"/> <input type="checkbox"/>	

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?	NO	YES
Northern Long-eared Bat	<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?	NO	YES
If Yes,	<input type="checkbox"/>	<input checked="" type="checkbox"/>
a. Will storm water discharges flow to adjacent properties?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
If Yes, briefly describe:		
Storm will flow to City storm sewer system within State St.		
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)?	NO	YES
If Yes, explain the purpose and size of the impoundment:	<input checked="" type="checkbox"/>	<input type="checkbox"/>
19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility?	NO	YES
If Yes, describe:	<input checked="" type="checkbox"/>	<input type="checkbox"/>
20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste?	NO	YES
If Yes, describe:	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Former spills identified on the 540 State St parcel. Applicant is currently obtaining a Phase I and Phase II ESA to determine the extent of potential environmental impacts.		
I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE Applicant/sponsor/name: <u>Mike McCracken</u> Date: <u>11/1/2022</u> Signature:  Title: <u>Director of Development</u> <small>DocuSigned by: DE2A2E8C8C134E1</small>		

EAF Mapper Summary Report

Tuesday, October 11, 2022 1:49 PM



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



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]	Yes
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]	Yes

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

Res No. 9

November 29, 2022

To: The Honorable Mayor and City Council

From: Kenneth A. Mix, City Manager

Subject: Nominating Stanley Zaremba to the Community Action Planning Council of Jefferson County

Council Member Lisa A. Ruggiero requested the attached resolution nominating Stanley Zaremba to the Community Action Planning Council of Jefferson County. He previously served on this board with his term expiring December 31, 2021. He has submitted a letter indicating his interest in rejoining the board. He would now fill a vacant position and serve the remainder of the term expiring on December 31, 2023. The appointment would be effective January 1, 2023.

RESOLUTION

Page 1 of 1

Nominating Stanley Zaremba to the
Community Action Planning Council of
Jefferson County

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

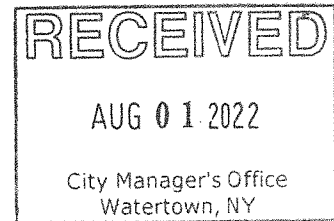
BE IT RESOLVED that the following individual is hereby nominated to the
Community Action Planning Council of Jefferson County, Inc. as the designee of Council
Member Lisa Ruggiero to fill the vacant term expiring on December 31, 2023, effective on
January 1, 2023:

Stanley Zaremba
247 Wealtha Ave., Apt.647A
Watertown, NY 13601

Seconded by

STANLEY ZAREMBA
247 Wealtha Ave, Apt 647a
Watertown, NY 13601

Watertown City Council
245 Washington Street
Watertown, NY 13601



Dear Mayor Smith and City Council Members:

It has come to my attention that there is a vacancy on the Community Action Planning Council Board of Directors in the Public Sector. I am very interested in filling this vacancy at this time.

As you may be aware, I was seated on this board for 21 years and was very active in their activities, policy implementation, programming and financial decisions. I held the office of President and Vice President and was active in committees, including Buildings and Grounds, Personnel, Audit and Finance and Board Operations/Planning & Evaluation. I have been off the board for almost a year now and I feel the time is right to be considered for re-appointment.

I believe I could provide valuable input to CAPC based on my continued involvement in City affairs and the many civic organizations of which I am a member. I can, in turn keep City Council informed on CAPC initiatives.

Please consider my appointment to the CAPC Board of Directors to fill the current vacancy.
Thank you.

Sincerely,



Stanley Zaremba

To: The Honorable Mayor and City Council

From: James E. Mills, City Comptroller

Subject: Authorizing Public Sale of City Owned Tax Sale Certificate

At the request of Mayor Smith, the attached resolution authorizes an auction of the tax sale certificate that the City owns for 235 Main Avenue. The auction is proposed to be held on January 10th at 6:00 p.m. in City Council Chambers.

The redemption amount for 235 Main Avenue at the end of the two-year period was \$37,712.63 and since the expiration of the redemption period the City has paid an additional \$7,328.55 in City and School taxes as the tax sale certificate holder. The assessed value is \$367,800.

A minimum bid of \$25,000 is proposed in the resolution but City Council may amend the amount.

City Council will be presented with a resolution at the January 16, 2023 meeting to accept the high bid from this auction.

235 Main Avenue:



RESOLUTION

Page 1 of 2

Authorizing Public Sale of City
Owned Tax Sale Certificate

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 is the owner of a tax sale certificate on the following lot of land as 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>	<u>Original Tax Sale Certificate Amount</u>
02-01-103.001	235 Main Avenue	\$ 11,273.50

and,

WHEREAS the City Council does not wish to take title to the property,

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 tax sale certificates for the 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 10th day of January, 2023, in the 3rd Floor City Council Chambers in the Municipal Building, 245 Washington Street, be offered individually for sale to the highest bidder there present, and

BE IT FURTHER RESOLVED that the City Comptroller be and he hereby is authorized to accept the bid for said parcel, 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>
02-01-103.001	235 Main Avenue	\$25,000

BE IT FURTHER RESOLVED that the highest bidder deposit at least 10 percent (10%)

RESOLUTION

Page 2 of 2

Authorizing Public Sale of City
Owned Tax Sale Certificate

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

of the bid price at the same time of each said bid with the City Comptroller, and

BE IT FURTHER RESOLVED that said tax sale certificates shall be offered for sale for cash only, and

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

BE IT FURTHER RESOLVED that the City reserves the right to withdraw any tax sale certificate prior to the public sale of said certificate.

Seconded by _____

Res No. 11

November 30, 2022

To: The Honorable Mayor and City Council

From: Kenneth A. Mix, City Manager

Subject: Approving the 2022-2024 Collective Bargaining Agreement
Between the City of Watertown and Local CSEA Unit 7151.

Negotiations have concluded between the City of Watertown and CSEA Local Unit 7151, for a successor contract to that which expired on June 30, 2022. CSEA has notified me that the membership supports the Contract. The principal changes to the expiring Contract are listed below:

1. Wages Increase:
 - a. 3.75% effective July 1, 2022
 - b. 3.75% effective July 1, 2023
 - c. Reinstating longevity
 - d. Higher starting vacation time and accelerated vacation time increases
 - e. Increase in grade for select positions

A resolution approving the terms of the Agreement has been prepared for City Council consideration.

Page 1 of 1

RESOLUTION

Approving the 2022-2024 Collective Bargaining Agreement Between the City of Watertown and the Local CSEA Unit 7151-00

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 2021-2022 Collective Bargaining Agreement between the City of Watertown and the Local CSEA Unit 7151-00 expired on June 30, 2022, and

WHEREAS negotiations have concluded on a successor Agreement, a copy of which is attached and made a part of this resolution,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby approves the 2022-2024 Collective Bargaining Agreement between the City and the Local CSEA 7151-00, and

BE IT FURTHER RESOLVED that Mayor Jeffrey M. Smith is hereby authorized and directed to execute the Agreement on behalf of the City of Watertown, as well as City Manager Kenneth Mix and Human Resource Manager Matthew Roy.

Seconded by

COLLECTIVE BARGAINING AGREEMENT

Between the

CITY OF WATERTOWN

and

CITY OF WATERTOWN UNIT 7151

OF JEFFERSON LOCAL 823

of the

CIVIL SERVICE EMPLOYEES ASSOCIATION, INC.

LOCAL 1000, AFSCME, AFL-CIO

JULY 1, 2022 – JUNE 30, 2024

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PREAMBLE

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

WHEREAS, the City Council of the City of Watertown, New York, in accordance with the provisions of the Public Employees Fair Employment Act, Chapter 392 of the Laws of New York 1967 after determining that the City of Watertown Unit of the Jefferson County Chapter Civil Service Employees Association, Inc. met the basic requirements for recognition under the Act which include, among other factors, a community of interest among its membership, dues deduction procedures, and a no strike pledge, recognized the Civil Service Employees Association, Inc., Local 1000 AFSCME, AFL-CIO, by adopting a resolution to this effect on January 8, 1968, and

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

RESOLVED that the City Council of Watertown, New York, on behalf of the City of Watertown, New York, hereinafter referred to as the "City," and the City Unit 7151 of the Civil Service Employees Association, Inc., Jefferson Local 823, hereinafter referred to as the "Association" enter into this agreement the ____ day of _____, 2022 as follows:

ARTICLE 1 - RECOGNITION

The City recognizes the CSEA LOCAL 1000, AFSCME, AFL-CIO, City Unit 7151 of the Civil Service Employees Association, Inc., Jefferson Local 823 as the sole and exclusive bargaining agent for and on behalf of all General Employees of the City Unit, exclusive of Police and Fire Personnel, exclusive of employees represented by the International Brotherhood of Electrical Workers (IBEW) Local 1249, and exclusive of those positions as hereinafter defined in Section 10 of Article 2.

ARTICLE 2 - GENERAL QUALIFYING CONDITIONS

- 2.1** The City recognizes that the Association represents a common community of interest among its membership.
- 2.2** The City agrees to deduct and remit to the Association regular membership dues for the members of the Association who have signed authorization cards permitting such deductions. Such payroll deductions shall be remitted to the Civil Service Employees Association, Inc., Capital Station, P.O. Box 7125, Albany, New York 12224, on a payroll period basis.
- 2.3** The City shall extend to the Association the right to membership dues deduction pursuant to Section 208 of Article 14 of the New York State Civil Service Law as long as said Association shall remain the certified bargaining agent for all general employees of the City.
- 2.4** Separate deductions will be made for membership dues, agency shop fees, group life, accident and sickness and supplemental life, dental, and vision insurances will be reflected separately on the employee's paycheck stub. An alphabetical listing of deductions should be sent to CSEA each pay period reflecting the employee's name, social security number and dollar amount deducted for dues, agency shop and for each insurance program. Checks covering the payroll deductions are to be submitted with the deduction information. Checks should be made payable as follows:
- A = Dues/payable to CSEA Inc.
 - B = Group Life/Insurance/payable to Pearl Carroll and Associates, LLC
 - C = Accident & Sickness Insurance/payable to Pearl Carroll and Associates, LLC.
 - D = Supplemental Life Insurance/payable to Pearl Carroll and Associates, LLC.
 - E = Dental and Vision Insurance/payable to CSEA/EBF Inc.
- 2.5**
- 2.5.1** The Association shall be entitled to have deducted from the wage or salaries of employees described in 2.3 of this Article, who are not members of the Association, the amount equivalent to the dues levied by the Association; and the City shall make such deductions and transmit the sum as deducted to the Association. In no event shall the fee exceed one hundred percent (100%) of the regular membership dues, which represents the employee's pro rata share of

expenditures by the Association.

2.5.2 The Association shall be solely responsible for remitting back to the employee his or her pro rata share of membership dues deduction, which represents expenses in aid of activities or causes of a political or ideological nature only incidentally related to terms and conditions of employment.

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

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

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

2.9 No clause or provision of this agreement shall be construed to cause the impairment or waiver of any State Law not applicable to employees who are members of the Association.

2.10

2.10.1 Notwithstanding any other provision, this contract shall not apply to the employees occupying the following positions who are management's representatives: All department, unit and agency heads including, but not limited to:

Administrative Specialist.
All Employees in the Office of the City Manager
All Employees in the Planning Department
Assistant Superintendent of Parks and Recreation
Assistant Superintendent of Public Works
Benefits Administrator
Chief Wastewater Treatment Plant Operator
Chief Water Treatment Plant Operator
City Assessor
City Clerk
City Comptroller
City Engineer
Civil Engineer I
Civil Engineer II
Code Enforcement Supervisor
Deputy City Comptroller
Deputy Fire Chief
Deputy City Clerk
Executive Secretary to the Civil Service Commission
Fire Chief
Human Resource Manager
Information Technology Manager

IT Project Manager
Librarian III
Library Director III
Parks and Recreation Program Manager
Police Captain
Police Chief
Purchasing Manager
Street and Sewer Maintenance Supervisor
Superintendent of Parks and Recreation
Superintendent of Public Works
Superintendent of Water
Water Distribution System Supervisor

2.10.2 Effective upon the execution of this agreement by both parties, employees occupying these positions, as specified above, must withdraw from full Association membership. Current employees who occupy such positions may, at their option, retain Association membership in the Association for insurance purposes only. New employees appointed to the positions may not enroll in the Association.

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

ARTICLE 3 - TERM AND SCOPE OF AGREEMENT

3.1 The term of this agreement shall be for the period of July 1, 2022 through June 30, 2024.

3.2 This agreement shall cover all terms and conditions of employment as defined in the *New York State Public Employees Employment Act*. (TAYLOR LAW)

ARTICLE 4 - COMPENSATION

4.1

4.1.1 The City shall continue to provide a pay plan for general employees as established by the resolution of the City Council adopted May 8, 1967 and as subsequently amended. The rate of compensation for positions occupied by general employees shall be as provided in the attached Schedules A & B.

Schedule A reflects a three and three quarter percent (3.75%) increase in grades 6-24 inclusively of the General Employees Pay Plan effective July 1, 2022.

Schedule B reflects a three and three quarter percent (3.75%) increase in grades 6-24 inclusively of the General Employees Pay Plan effective July 1, 2023.

4.1.2 In addition to the Pay Plans described in 4.1.1 above, the City agrees to a Longevity Payment Plan in the following amounts:

- 4.1.2.1** Beginning at the end of six (6) years of service for the City, a payment of Three Hundred and Fifty Dollars (\$350).
- 4.1.2.2** Beginning at the end of twelve (12) years of service for the City, a payment of Seven Hundred Dollars (\$700).
- 4.1.2.3** Beginning at the end of eighteen(18) years of service for the City, a payment of One Thousand and Fifty Dollars (\$1050).
- 4.1.2.4** Beginning at the end of twenty-five (25) years of service for the City, a payment of One Thousand Four Hundred Dollars (\$1,400). (Effective 7/1/2003)

Amounts paid under the Longevity Pay Plan shall be used in determining the employee's regular rate of pay, as stipulated by the Fair Labor Standards Act.

Effective the first pay period after ratification by both sides of the 2022-2024 contract, the longevity amounts reflected above will be re-instituted.

4.2

4.2.1 All provisions or allowances for compensatory time shall be eliminated except as provided under 4.2.3.2b & 4.2.3.2c herein.

4.2.2 Pay for work performed in excess of eight (8) hours per day or forty (40) hours per week shall be paid at the rate of time and one-half. All paid leave, to include vacation, sick and personal leave, bereavement and military reserve time, in accordance with Military Law under Section 242 of the New York State Law, will be considered as time worked when computing overtime. All overtime earned in a pay period shall be paid in the same pay period.

4.2.3 All holiday work shall be observed on the dates set forth in 5.2.

4.2.3.1 All permanent, provisional, or probationary employees will receive eight (8) hours holiday pay at the regular straight time rate. Employees who hold temporary appointments shall not be paid Holiday pay.

4.2.3.2a All employees working overtime will be paid at the rate of time and one-half the regular straight time rate, except for overtime work performed on Sundays and Holidays. Overtime work performed on Sundays will be paid at double the straight time rate.

4.2.3.2b All employees not scheduled to work on a Holiday, but who are called in to work, will receive, in addition to the Holiday Pay referred to in 4.2.3.1 above, one and one-half (1-1/2) times the regular rate for the first eight (8) hours of actual work and double time for work performed over eight (8) hours. In such instances employees shall have the option of taking the holiday pay in either cash or compensatory time at the rate of time and one half. If taken in compensatory time, such time off shall be taken within ninety (90) days of the holiday, provided that manpower strength is sufficient and supervisory approval is obtained.

4.2.3.2c Employees scheduled to work the Holiday will be paid at the regular rate for the first eight (8) hours and double time for any work performed over eight (8) hours, in addition to the Holiday pay referred to in 4.2.3.1 above.

4.2.3.2d For the terms of this contract, the phrase "scheduled to work" will mean notification at least seven (7) calendar days prior to the shift. Any notification of less than seven (7) calendar days will be considered a call-in.

4.3

4.3.1 New Appointments: New appointments shall be made at the A step of the appropriate salary grade to which a class title has been assigned. However, under special conditions and subject to the approval of the City Manager, new appointments may be made in the A, B or C step when such action is determined to be in the best interest of the City.

4.3.2 Annual Increases:

4.3.2.1 Increases within each appropriate salary range shall be made annually effective on the employee's anniversary date on the basis of a full twelve (12) months of work from Step A to Step F, if the work of an employee has been satisfactory for the preceding year as certified by his/her department, agency or unit head.

4.3.2.2 An employee returning from military leave shall be reinstated at the salary level he/she would have attained if he/she had remained in City employment continuously.

4.3.2.3 An employee on leave without pay for more than one (1) month during the preceding year (or the twelve (12) months immediately prior to his/her anniversary date) shall not be eligible for an increase until after completion of the equivalent period on the job.

4.3.3 Promotions and Job Classifications and Reclassifications:

4.3.3.1 Promotions

Promotions shall be made in such manner that the employee involved receives a salary increase of at least one (1) step of his/her grade prior to promotion. In special cases where the amount of increase between the employee's former pay and the new pay is not adequate, the City Manager is authorized to adjust the new pay rate by an additional step.

4.3.3.2 Job Classification and Reclassification

Employees whose positions are changed by job classification action, such as the Watertown Municipal Civil Service Commission's Classification Plan adopted April 22, 1970, and any changes thereto that may subsequently be taken shall:

- a. If the pay grade is higher, be assigned to the new grade in such manner as to give the employee the benefit of moving to the equivalent step of the new pay grade.
- b. If lower, be assigned to the equivalent step in the lower pay grade, if possible, without reduction in pay.

4.3.4 Transfers:

4.3.4.1 An employee who is transferred from one department, agency or unit to another and continues in the same class title shall continue at the same pay rate.

4.3.4.2 An employee who is transferred from one department, agency or unit to another and assumes duties of another class title of a lower rate of pay shall be reduced to a salary step within the lower pay range.

4.3.5 Demotions:

4.3.5.1 An employee who is demoted shall be reduced to the maximum rate for his/her new classification, or he/she shall continue at the same pay rate, whichever is the lower.

4.3.6 Grade Change:

4.3.6.1 When a pay grade for a class is raised, the employee in the class shall be placed at the step in the new grade which would give him/her a salary increase by moving him/her to his/her equivalent step in the new pay grade.

4.3.6.2 When a pay grade for a class is lowered an employee shall be retained at the same salary but shall not be eligible for subsequent raises if his/her pay is above the maximum for the grade.

4.3.7 Changes in Pay Plan:

4.3.7.1 All changes in amounts of pay grades and assignments of classes to pay grades shall be made by amendment to the pay plan by approval of the City Council.

4.3.7.2 Individual employees who are of the belief that their duties and responsibilities in their positions merit assignment of their positions to higher pay grades than those which presently exist may use the following procedure for an orderly consideration of the merits of the request for assignment to a higher pay grade.

- (a) Any regular permanent employee may request that his/her pay grade be reviewed for consideration of assignment to a higher pay grade at any time except that no more than one such consideration shall be afforded to an employee or a class of positions in a twelve (12) month period.
- (b) The employee who wishes to have his/her pay grade reviewed shall reduce his/her request to writing, preferably typed, with supporting explanation. Reasons must be stated.
- (c) The employee shall submit his/her request to his/her department head.
- (d) The department head shall review the employee's request and give a written recommendation with reasons for the recommendation to the City Manager within five (5) work days of the receipt of the request from the employee.
- (e) The City Manager shall make his/her review of the request, including but not necessarily required, an interview with the individual employee, department heads and others if the City Manager so desires, and shall submit his/her written recommendation, including reasons to the City Council within ten(10) work days of the receipt of the request.
- (f) The City Council shall review in conference the employee's request and City Manager's recommendation. The City Council shall reach its determination to deny or grant the change, or substitute any other change it wishes within ten (10) work days of the receipt of the request.
- (g) The City Council's decision shall be made known to the employee by written letter sent to the employee by the City Manager. If the employee is a member of an association, a copy of the City Council's decision shall be sent to the President of his/her association at the

time the individual employee is notified. If a change in pay grade is made by the City Council, it will be made in accordance with all other rules of the Pay Plan. The Pay Plan change would be made effective the date of the adoption of the Pay Plan Amendment affecting the particular position.

- (h) Nothing herein shall preclude the City Manager from reviewing and advising the City Council on inequities that may exist in the Pay Plan, or from making proposals for changes in the Pay Plan for the City Council's consideration.
- (i) Nothing herein is intended to imply that this is a means for complete review or wholesale changes in the Pay Plan. This rule is to apply for individual situations, and will not be used as a means for wholesale changes.
- (j) Nothing herein shall preclude the City Council's right to amend or change the overall City Pay Plan, or the City Council's right to amend the Pay Plan at anytime that it sees fit.
- (k) The City agrees to provide the President of the Association with a copy of its final decision by the City Council at the time the individual employee is notified.
- (l) Method of Payment:

4.3.7.3 Employees of the City shall be paid biweekly.

4.4 Any employee who is required to work in a position classification which has a higher salary grade than the employee is presently assigned to, shall receive pay at the starting salary of the higher salary grade or the next step above the employee's existing salary at the higher salary grade for all hours worked in the higher classification. Any disputes shall be referred to arbitration as outlined in Article 7.

4.5 The City recognizes the right of employees of the Association to petition to the Municipal Civil Service Commission for reclassification of positions in accordance with Rule XXIII "Classification Plan" of the Civil Service Rules of the City of Watertown, New York.

4.6 When an employee is called in or ordered in to work in an emergency other than normal work hours, said employee shall be paid two (2) hours at one and one-half (1 1/2) their regular straight time rate as a minimum. The maximum shall be governed by the applicable straight time rate, overtime, Sunday or holiday rate, as the case may be. Call-ins during lunch period shall not be included in this Section as long as the employee is given time to eat his/her lunch after the emergency. When such call-in occurs on Sunday, the hourly rate for such call-in shall be at double time. The provisions of this Section shall not be construed as requiring the City to pay call-in pay in the event that an employee is called into work during a two (2) hour period for which an entitlement to call-in pay has already been earned.

4.7 The City and Association agree that individuals working as the wingman on a plow, or on the back of a paver will be paid as a Motor Equipment Operator.

4.8 Jury Duty

4.8.1 Employees shall be granted leave with regular pay and benefits when they are required to report to jury duty during their regularly scheduled duty time. The City will not reimburse employees when they are required to report to jury duty during their regular days off.

- 4.8.2** An employee must notify his/her immediate supervisor no later than his/her first scheduled shift following the receipt of a notice of selection for jury duty or examination and must provide proof of service to the department head.
- 4.8.3** The City shall have the right to seek a waiver from jury duty on behalf of the employee.
- 4.8.4** Employees must request telephone alert to the extent allowed by the Commissioner of Jurors or the Court.
- 4.8.5** Employees are required to work all available reasonable hours outside those actually required for jury duty or jury duty examination in accordance with the employee's regular work schedule.
- 4.8.6** If the department head or his/her designee determines, in the best interest of the City, that the employee is unable to perform his/her duties as a result of jury duty, he/she may, in his/her sole discretion, excuse the employee from their regular scheduled shift without loss of benefits.

ARTICLE 5 - LEAVES

The following Leave Rules are set for employees of the bargaining unit. The term "working day" as used in these rules shall not include Saturday, Sunday or legal holidays except for shift work.

5.1 ANNUAL LEAVES

- 5.1.1** For employees hired on or prior to December 23, 1993, the City agrees to provide annual leave for City employees who hold provisional, probationary, or permanent appointment as follows:

35 HOURS PER WEEK EMPLOYEES

<u>LEAVE CREDIT</u>	<u>LENGTH OF SERVICE</u>
10.50 hours for each month of service	1-3 years inclusive
12.25 hours for each month of service	4-6 years inclusive
14.00 hours for each month of service	7-11 years inclusive
15.75 hours for each month of service	12-17 years inclusive
17.50 hours for each month of service	18 or more years

40 HOURS PER WEEK EMPLOYEES

<u>LEAVE CREDIT</u>	<u>LENGTH OF SERVICE</u>
12.00 hours for each month of service	1-3 years inclusive
14.00 hours for each month of service	4-6 years inclusive
16.00 hours for each month of service	7-11 years inclusive
18.00 hours for each month of service	12-17 years inclusive
20.00 hours for each month of service	18 or more years

Effective the first full month after ratification of the 2022-2024 contract, the City agrees to provide annual leave for City employees who hold provisional, probationary, or permanent appointment as follows:

35 HOURS PER WEEK EMPLOYEES

<u>LEAVE CREDIT</u>	<u>LENGTH OF SERVICE</u>
8.75 hours vacation per month	0-5 years inclusive 105 hours
10.5 hours vacation per month (except January & December Which will be 17.5 hours per month)	6-12 years inclusive 140 hours
14 hours vacation per month (except January & December which will be 17.5 hours per month)	13 or more years 175 hours

40 HOURS PER WEEK EMPLOYEES

<u>LEAVE CREDIT</u>	<u>LENGTH OF SERVICE</u>
10 hours vacation per month	0-5 years inclusive 120 hours
12 hours vacation per month (except January & December which will be 20 hours per month)	6-12 years inclusive 160 hours
16 hours vacation per month (except January & December which will be 20 hours per month)	13 or more years 200 hours

5.1.2 Employees who hold temporary appointments shall not earn annual leave.

5.1.3 An employee may take his/her annual leave with pay at any time after it has been earned, and after his/her first 6 months of employment has been completed, with prior three (3) days notice and under a departmental schedule in such a manner as to maintain service to the public. No employee may take annual leave during this 6 month period except in an extreme emergency as determined by the City Manager. Annual leave earned within a month will be credited to the employee's annual leave balances on the first of the following month. Any vacation request for a duration greater than five (5) work days, requires a two (2) week notice.

- 5.1.4** An employee may use annual leave in one (1) hour increments without prior three day notice at the supervisor's discretion such that the request does not impede the department's ability to fulfill its mission.
- 5.1.5** Employees shall use their annual leave each year in the year earned. However, employees may carry over from one (1) calendar year to the next up to a maximum of ten (10) leave days if they so wish. The City Manager may approve requests for vacation carryover in excess of ten (10) days.
- 5.1.6** Upon retirement, resignation with two (2) weeks written notice to the City, when an employee is separated from City service through no fault of his/her own, or in a case of an employee's death, the employee, or his/her beneficiary in case of his/her death, shall be paid for unused annual leave. Such cash payment may be made on the next regular City payroll in such a manner as not to disrupt administrative pay procedures.
- 5.1.7** The City Manager is authorized to make adjustment in individual cases within the keeping of the general policies on annual leave stated here. He/she is authorized to make such adjustments in order to provide equitable treatment for all employees, and to avoid individual hardship.
- 5.1.8** Employees may use up to three (3) days of annual leave per year in one-half (1/2) day intervals without prior three (3) days notice as long as the request does not impede the department's ability to fulfill its mission. Under this provision, two (2) consecutive days will not be granted.

5.2 HOLIDAYS

City employees shall be entitled to observe legal holidays as listed below:

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

When holidays fall on Saturday, employees shall be given time off on the preceding Friday. When holidays fall on Sunday, employees shall be given time off on the following day, Monday.

5.3 SICK LEAVE

- 5.3.1** City employees shall earn one (1) day per month or a fraction thereof of sick leave with pay in accordance with provisions of these rules.
- 5.3.2** Sick leave credits shall be cumulative to a maximum of one hundred eighty (180) working days. Employees who had more than one hundred eighty (180) days on December 23, 1993, will not lose sick leave nor will they earn any additional sick leave until their balance drops below the one hundred eighty (180) day maximum. Sick leave earned within a month will be credited to the employee's sick leave balances on the first of the following month.
- 5.3.3** An employee may use sick leave in one (1) hour increments.

- 5.3.4** Absence on sick leave shall be charged first against unused sick leave credits in an amount not exceeding five (5) days per week and then against vacation time.
- 5.3.5** Sick leave or vacation leave may be used during the 7-day waiting period for a Workers' Compensation injury which requires the employee to be absent from work.
- 5.3.6** In case of an illness/disability which may extend beyond all sick and vacation leave time earned by and available to an employee, the employee shall be granted payments as follows:
- 5.3.6.1** The employee shall have been in full time employment with the City for a minimum of eight (8) weeks to qualify for this benefit. Thereafter, an employee shall receive one (1) week's payment for each week worked (or portion thereof) until a maximum of twenty-six (26) weeks. Employees who have twenty-six (26) weeks or more of full time employment with the City are entitled to receive up to the maximum of twenty-six (26) weeks of payments.
 - 5.3.6.2** There shall be a seven (7) calendar day waiting period from the date that the last leave time was used before payments are made.
 - 5.3.6.3** The City will pay, up to a maximum of twenty-six (26) weeks, a weekly amount equal to that provided by the New York State Disability Benefits Law. [Presently the payment is fifty (50%) percent of the average weekly earnings made in the last eight (8) weeks, with a maximum of \$170.00 per week. (9/14/98)].
 - 5.3.6.4** There shall not be more than one (1) twenty-six (26) week period of payments for the same medical condition that caused the illness/disability.
 - 5.3.6.5** An employee shall not be eligible for more than twenty-six (26) weeks of payment in a fifty-two (52) week consecutive period. Such fifty-two (52) week period shall start with the first day for which the employee receives any payment under this section.
 - 5.3.6.6** Upon request from the City, a physician's certificate shall be provided in accordance with 5.3.9, herein.
- 5.3.7** Accumulated sick leave credits shall not form a basis for granting extra pay or extra vacation because of failure to use accumulative sick leave, but may be consumed only through absence caused by illness.
- 5.3.8** Sick leave is defined to mean absence from duty of an employee because of illness, injury, and/or exposure to a contagious disease or death in the immediate family. Sick leave with pay is not allowed for absence from duty on account of illness, or injury purposely inflicted or caused by willful misconduct. Sick leave shall be allowed for illness or disability caused by pregnancy.
- 5.3.9** In the event a leave of absence for illness is requested, the employee shall make application in writing to the Department Head and/or City Manager. The said application shall be accompanied by a certificate from the attending physician, describing the employee's condition with recommendation regarding the case. On advice of the Department Head, the City Manager may approve the application.
- 5.3.10** If absence for illness or injury extends beyond a period of one (1) week, the employee's salary is to be paid only after a certificate of disability, signed by a licensed physician or designated health official, has been filed with the Department Head or the City Manager. Additional

certificates may be required in case of prolonged illness.

5.3.11 The Department Head or the City Manager may require a certificate of disability for absence of less than a week before salary is paid.

5.3.12 Any employee who claims sick leave must send notice regarding absence to his/her immediate supervisor by the time his/her work is suppose to begin in the department. Failure to do this may preclude any salary payment for such absence from duty.

5.3.13 Any employee who fraudulently reports illness in order to secure the benefit of sick leave with pay shall be penalized by losing all rights to sick leave for a period of one (1) year from that date.

5.3.14 Employees who become ill or injured while on vacation or about to go on vacation may, upon request, be placed on sick leave instead of vacation time. Employees who request this action must be under the care of a physician. A physician's statement indicating that they are incapacitated must be presented for this provision to be effective.

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

5.3.16 Vacation and sick leave reports must be filed with the City Manager at the beginning of each month by each department head showing the absence from duty during the preceding month of all employees in the department. No correction or revision of the above reports shall be made after thirty (30) days from date of filing without approval of the City Manager's Office.

5.3.17 Effective upon ratification, the parties agree to the implementation of the new "annual sick leave review form." The form will also have the following on the form: "By signing the form below this does not mean that I agree with this review it merely means that I received the document. I may choose to write a response below if I choose to do so. I may use additional pages if needed." This form has been included as appendix B to this contract.

5.3.18 An employee shall be entitled to use three (3) sick days per year as family sick days for the care of the employee's spouse or child.

5.4 BEREAVEMENT

5.4.1 The City agrees to provide up to three (3) days of bereavement leave per death in the immediate family. The City agrees to provide bereavement leave to the employee for actual loss of time from their scheduled work on any of three (3) work days beginning on the day following the date of death.

5.4.2 The immediate family is defined as follows: Husband, wife, mother, father, son, daughter, brother, sister, grandfather, grandmother, grandson, granddaughter, son-in-law, daughter-in-law, mother-in-law, father-in-law, brother-in-law, sister-in-law, step-son, step-daughter, grandparents of spouse, step-family within any of the previous listed and legal guardians.

5.4.3 In the event of unusual circumstances, the City Manager may in his/her sole and absolute discretion designate a different day or days, whatever the case may be, for the employee to be on bereavement leave.

5.5 MATERNITY LEAVE

5.5.1 The City agrees to provide that employees who become pregnant may continue working as long as their physician certifies that they can adequately perform the duties of their position. Maternity leave may be granted for a period not to exceed six (6) months at no pay. Employees who become pregnant shall be allowed to use accrued vacation during a non-disability period of maternity leave. A pregnancy-related disability shall be treated in the same manner as any other non-occupational disability in respect to the use of accrued sick leave. A pregnancy-related disability shall be certified by the attending physician prior to the payment of sick leave benefits. Employees who become pregnant and take maternity leave have the right to be reinstated in the position of equivalent pay within six (6) months of the granting of unpaid maternity leave.

5.5.2 The City agrees to provide that an employee who is adopting a child of five (5) years of age or less can be granted a leave of absence for a period not to exceed six (6) months at no pay. In such adoption cases, the employee will be allowed to use accrued vacation before being placed on leave without pay. The employee shall have the right to be reinstated to a position of equivalent pay within six (6) months of the granting of unpaid adoption leave. Such request for adoption leave must be submitted in writing within thirty (30) business days of when leave is to commence.

5.5.3 In unusual circumstances and in the best interests of the City and the employee, the initial leave of absence without pay for maternity leave may be extended on a month to month basis for a maximum leave of absence of twelve (12) months. In such cases the request for extension must be in writing to the Department Head and/or the City Manager supported by a physician's statement. On the advice of the Department Head, the City Manager may approve the extension.

5.6 EMERGENCY CLOSING

The closing of the Municipal Offices or Departments for emergency situations shall be at the sole discretion of the City Manager or his/her representative. When such time off is given to employees of the Municipal Offices or Departments for emergency situations, other general employees working or required to work, will not receive additional compensation.

5.7 FLEX TIME

The employer offers the ability for the employee to accrue and use "flex-time" at the request of the employee and as authorized by the immediate Supervisor. Flex-time shall be accrued and used in whole hour increments exclusively within the designated two-week pay period. The use of flex-time within a Department shall be at the sole discretion of the Department Head.

ARTICLE 6 - CERTIFICATION FOR PERMANENT APPOINTMENT

Permanent appointment for the various class titles of positions shall be in conformity with the Watertown Municipal Civil Service Commission Regulations on Permanent Appointments, and shall be accomplished on satisfactory completion of not less than sixteen (16) weeks nor more than twenty-six (26) weeks of work for all positions.

ARTICLE 7 - GRIEVANCE PROCEDURES

- 7.1** The City recognizes the Association as the representative of employees in its membership to appear on their behalf for any of the purposes outlined in the Public Employees Fair Employment Act.
- 7.2** The City grants the right to representatives of the Association to visit City facilities to confer with members of the Association on conditions, policies, and procedures under the Public Employees Fair Employment Act during regular working hours. A representative of the Association shall identify himself/herself and make known his/her presence at the time of his/her visit to the responsible Department, unit or agency head prior to any discussion or conference with an employee or employees of a department, unit or agency. Such contact may be in writing, telephone or personal contact.
- 7.3** Members of the Association who have been designated individually or as a committee to represent other members on grievances or adjustments of conditions under the terms of this contract or any conditions or terms under the Public Employees Fair Employment Act shall be permitted a reasonable amount of free time from regular duties to fulfill these obligations.
- 7.4 GRIEVANCE PROCEDURES FOR GENERAL EMPLOYEES**

7.4.1 Declaration of Policy

In order to establish a more harmonious and cooperative relationship between the City Government and its public employees, it is hereby declared to be the purpose of this procedure to provide for the settlement of certain differences between the City's employees and the City Government through provisions under which employees may present grievances, free from coercion, interference, restraint, discrimination or reprisal. The provisions of this procedure shall be liberally construed for the accomplishment of this purpose.

7.4.2 Definitions.

As used herein, the following terms shall have the following meanings:

7.4.2.1 "Government" or "employer" shall mean the City of Watertown.

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

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

7.4.4.4 "Grievance" shall mean any alleged or actual violation, misinterpretation or inequitable application of the terms and conditions of employment arising out of the agreement or any existing law rule, procedure or regulation, administrative order or work rule of the City; provided, however, that such terms shall not include any matter which is otherwise reviewable pursuant to law or any rule or regulations having the force and effect of law.

7.4.3 Basic Standards and Principles

- 7.4.3.1** Every public employee shall have the right to present his or her grievances to his or her employer in accordance with provisions of this procedure, free from interference, coercion, restraint, discrimination or reprisal, and the grievance provisions established under this procedure shall provide the right to be represented at any or all stages thereof if the employee so chooses.
- 7.4.3.2** It shall be a fundamental responsibility of supervisors at all levels commensurate with the authority delegated to them by their supervisors, promptly to consider and take appropriate action under grievances presented to them by employees under their supervision.
- 7.4.3.3** It shall be the responsibility of the head of each department or agency of City Government and of the City Manager to take such steps as may be necessary to give effect to the provisions of this procedure.

7.4.4 Grievances, Procedural Requirements; Appeals.

- 7.4.4.1** The first procedural stage shall consist of the employee's presentation of his or her grievance to his or her immediate supervisor who shall, to such extent as he or she may deem appropriate, consult with his or her department head. The discussion and resolution of grievances at the first stage shall be on an oral and informal basis. If such grievance is not resolved within three (3) working days at the first stage, such employee may proceed to the second stage.
- 7.4.4.2** The second procedural stage shall consist of a request by the aggrieved employee, if he or she wishes, for a review and determination of his or her grievance by the department or agency head. In such case, the aggrieved employee and his or her immediate supervisor shall each submit to the head of the department or agency concerned, a written statement setting forth the specific nature of the grievance and the facts relating thereto. Thereupon such head of the department or agency concerned shall, at the request of the employee, hold an informal hearing at which the employee, and in accordance with the provisions of the grievance procedure his or her representative, if he or she elects to have one, may appear and present oral and written statements or arguments. The department or agency head shall discuss the grievance and proceedings with the City Manager. The final determination of the second stage of such grievance proceedings shall be made by the head of the department or agency concerned within five (5) work days of the date the grievance was presented to him or her by the employee.
- 7.4.4.3** If the employee so wishes, a third procedural stage shall be held which shall consist of a request for a review and determination of his or her grievance by the City Manager. Such

review, if made, shall follow the procedures described in Paragraph 2. The final determination of the third stage, if held, shall be made within five (5) working days of the date the grievance was presented to the City Manager.

7.4.4.4 If a grievance is not resolved as outlined in paragraphs 1, 2, and 3 above, either party may then request, within thirty (30) days of receipt of step 3 response, the New York State Public Employees Relation Board to provide arbitration service. The authority of the Arbitrator shall be limited to the interpretation and application of this agreement. He/she shall have no right to add or to subtract from the agreement. The decision of the Arbitrator shall be final and binding on both parties. Any expense incidental to arbitration shall be equally borne by the City and the Union.

7.4.4.5 Notwithstanding any other provision of this Agreement, if a grievance is not submitted in writing within thirty (30) calendar days of the event giving rise to the grievance, or within thirty (30) days from when the person or party should have known of the events occurrence, the grievance shall be denied upon the grounds that it was not timely submitted.

7.4.4.6 Class Action Grievances must be submitted within thirty (30) calendar days of the event giving rise to the grievance, or when the Association President should have known of the event.

7.5 Disagreements, disputes, and grievances which may arise over applicability of provisions of the Public Employees Fair Employment Act may also be resolved through a PERB appointed arbitrator and through the procedures as provided under the Act.

7.6 DISCIPLINE

7.6.1 In order to establish a more harmonious and cooperative relationship between the City Government and its employees, it is hereby agreed that all labor, non-competitive and competitive class employees, both probationary and permanent employees, covered by this agreement shall be entitled to a disciplinary hearing in accordance with the procedures specified in Section 75 of the New York State Civil Service Law. Such disciplinary hearings shall be conducted only in the event that disciplinary action taken is not acceptable to the affected employee.

ARTICLE 8 - RETIREMENT

8.1

8.1.1 The City agrees to provide for all employees hired prior to July 1, 1976 (Tier 1 and Tier 2 employees, covered under the contract the new improved twenty (20) year career retirement plan) 75-I of the New York State Retirement and Social Security Law.

8.1.2 For all Tier 3 employees hired on or after July 1, 1976, the City will provide Article 14-15 of the New York State Retirement and Social Security Law.

8.1.3 For all Tier 4 employees hired on or after September 1, 1983, the City will provide Article 15 of the New York State Retirement and Social Security Law.

8.1.4 Descriptions of these plans are prepared by the New York State Retirement System and can be obtained in the City Comptroller's Department.

8.1.5 All employees who join the NYS Retirement System on or after January 1, 2010 will be covered by Tier V benefits and those who join on or after April 1, 2012 will be covered by Tier VI benefits. At any time that the NYS Retirement System establishes a new Tier, any employee hired on or after that date shall be covered under the new Tier.

8.2 The City agrees, in addition to the retirement benefits provided under Section 1 above, to provide for general employees the following benefits under the New York State Retirement System:

8.2.1 World War II Veteran's Service Credit under Section 41, Sub-Division k.

8.2.2 Allowance for unused sick leave credit under Section 41, Sub-Division j.

8.2.3 Guaranteed ordinary death benefit under Section 60-b.

ARTICLE 9 - SELF-INSURANCE PROGRAM

9.1 PLAN ADMINISTRATION

9.1.1 The City agrees to provide group hospitalization, surgical insurance and major medical insurance in accordance with the Amendment to the 1990-93 Employment Contract between the City and the Civil Service Employees Association, Jefferson Local 823, dated April 21, 1992.

9.1.2 Effective July 1, 1992, and until otherwise mutually agreed through Collective Negotiations and/or Interest Arbitration, the City of Watertown shall provide Group Hospitalization, Surgical Insurance, and Major Medical Insurance under a Self Funded Insurance Plan administered by a Third Party Administrator, which will be POMCO.

9.1.3 All benefits, terms, conditions and coverage under the self funded insurance plan shall, unless otherwise negotiated, duplicate each and every benefit, term, condition and coverage which was provided to the CSEA prior to the institution of the Self Funded Health Insurance Plan, through Blue Cross, Blue Select I, Option 4, with Enhancements, including all side letters thereto.

9.1.4 A separate account shall be established by the City specifically for the funding and administration of this self insurance program. This Account will consist of all deposits, interest, and withdrawals related to said Program, it being understood that interest earned will be credited to this Account. The City has agreed to absorb, in the General Fund, all service charges, and all wire transfer charges related to this Account. The City agrees that all monies in this Account will remain intact and be used for the sole purpose of the self insurance program. Unless otherwise negotiated, any surplus funds that may accumulate in this Account due to good claims experience will not be used to increase benefits or reduce premiums until a two (2) year evaluation period has passed.

9.1.5 The City agrees to charge a monthly premium equivalent to various appropriations and transfer funds on a monthly basis to the self insurance Account. This monthly premium equivalent will be calculated per the following formula:

Multiply the number of family contracts x 2.24 (this factor is used to convert individual premium to family premium). Add this to the number of individual contracts. That equals the amount of covered lives.

Multiply number of covered lives x 12 = # covered lives per year. Divide the annual projected cost (which is projected claims for the year plus administrative fees plus stop loss coverages) by the # of covered lives per year. That equals the monthly individual premium.

Multiply individual premium x 2.24 = monthly family premium. If there is a reduction in the monthly premium equivalent, then the co-pay will be adjusted accordingly.

9.1.6 An Insurance Review Advisory Committee was established on July 1, 1992, which consists of eight (8) people:

two (2) from each of the three (3) unions
two (2) from the City of Watertown

The purpose of this Advisory Committee shall be to review all activity of this self insurance fund on no less than a quarterly basis, and to make recommendations to the respective unions and the City of Watertown, of any proposed conditions and changes of common interest. All such items of common interest will be addressed in the following manner:

9.1.6.1 Discussion by Advisory Committee

9.1.6.2 Upon majority vote by the Advisory Committee, said items will go to the unions' respective memberships for approval/disapproval.

9.1.6.3 Advisory Committee will meet again to discuss the various recommendations from the unions' memberships.

9.1.6.4 If there is unanimous consent of all three (3) unions, such items go to the City Council, for approval.

9.1.6.5 If recommendations are rejected by the City Council, items of common interest will remain the same.

9.1.6.6 Nothing herein however shall preclude the CSEA from addressing with the City, during negotiations for Successor Contracts, issues of direct importance to the Association, and nothing herein shall preclude the CSEA from pursuing said issues to and through PERB's Impasse Procedures, including Interest Arbitration; nothing herein shall supersede the CSEA's sole and exclusive right to bargain for its members, in successor contract negotiations, regardless of whether the other Unions and/or the Advisory Committee agrees or disagrees with the CSEA's demands, and nothing herein shall be deemed to be a waiver, by the CSEA, of said right.

9.1.7 A Claims Appeal Committee shall also be established and shall consist of one (1) member from each union and two (2) members from the City, selected from within the Insurance Review Advisory Committee. The purpose of the Appeals Committee shall be to review unresolved

claims and determine whether or not it is a covered or non-covered benefit. An appeals procedure will be established by this Committee, and provided to all employees, in due course. A majority vote of the Appeals Committee shall be final and binding on all matters within their jurisdiction. This Committee will meet as often as necessary, but no less than once a month, if appeals are pending.

9.1.8 The City of Watertown will not have access to or be entitled to review either an employee or any of his dependents' medical file/history, diagnosis/prognosis and/or records, without express written consent.

9.1.9 Should the City, during the contract year, sponsor open enrollment periods for the purposes of introducing new or alternative medical insurance coverage, employees shall have the option of changing to the new or alternative medical insurance coverage introduced.

9.2 RETIREE HEALTH COVERAGE

9.2.1 Employees hired prior to July 1, 1983 shall not be required to pay a health insurance premium in retirement. Employees hired on or after July 1, 1983 and prior to December 23, 1993 shall not be required to pay premiums for individual coverage in retirement. Effective upon the date of the last signature to this contract, any unit employee wishing to participate in retiree health insurance with the City of Watertown pursuant to this contract must retire from both the City and the NYS Retirement System, and must have at least 10 years of full-time service with the City. Effective January 1, 2019 an employee must have 15 years of full-time service and retire from both the City and the NYS Retirement System to participate in retiree health insurance. For the purposes of this section, full-time service is defined as service in which the employee receives his/her regular full-time wage.

9.2.2 For employees hired after March 1, 1999, the City's obligation to pay the employee's share of health insurance premium shall cease when the employee attains the age of 65 or dies, whichever comes first.

9.2.3 For employees hired after March 1, 1999, retirement medical insurance paid by the City from the point in time an employee retires until he/she attains the age of 65, shall not be available if the retired employee or his/her spouse has equal or better paid medical insurance available from any other source (excepting Medicaid). The retired employee shall have the burden of proof that equal or better coverage is not available (including but not limited to copy of insurance policy, employee benefit plan or other documents as may be pertinent). In the event the insurance is not equal or better, the retired employee may, at his/her option, accept a cash payment of one thousand dollars (\$1,000) annually in lieu of the City providing the retired employee with medical insurance. This section shall not be grievable nor arbitrated by the retired employee.

9.2.4 Effective July 1, 2019, the City will cease the practice of reimbursing for the cost of Medicare Part B premiums.

9.3 BENEFITS & PREMIUMS

- 9.3.1 Health Insurance Premiums:** The City shall provide that all employees shall be eligible to have medical insurance Effective January 1, 2010, all employees shall pay twelve (12%) percent of the premium costs. Effective July 1, 2016, all employees shall pay thirteen (13%) percent of the premium costs. Effective July 1, 2019, all employees shall pay fourteen (14%) percent of the premium costs. Effective July 1, 2020, all employees shall pay fifteen (15%) percent of the premium costs.
- 9.3.2** Employees hired after July 1, 1987, must provide the name and social security number of the spouse/guardian.
- 9.3.3 Medical Visit Co-Pays:** Effective June 30, 2010, medical visit co-pays will be \$7.00 per visit for participating providers and \$15.00 per visit for non-participating providers. Effective January 1, 2017 medical visit co-pays will be \$15.00 per visit for participating providers and \$30.00 per visit for non-participating providers. Effective July 1, 2019 medical visit co-pays will be \$17 per visit for participating providers and \$30 per visit for non-participating providers.
- 9.3.4** Effective upon the date of last signature of this contract, employees and retirees will be required to utilize mandatory mail order for maintenance drugs. Employees will be allowed to fill up to 90 days of a new prescription at retail before the mandatory mail requirements apply.
- 9.3.5** As soon as reasonably possible, the City will implement Cana Rx.
- 9.3.6 Retail Prescription Co-Pays:** Effective July 1, 2005 retail prescription co-pays will be \$5 for a generic, \$10 for a preferred brand name drug, and \$30 for a non-preferred brand name drug. Effective January 1, 2016, retail prescription co-pays for a 30-day supply will be \$10 for a generic, \$30 for a preferred brand name drug, and \$50 for a non-preferred brand name drug. Effective July 1, 2018, retail prescription co-pays for a 30-day supply will be \$10 for a generic, \$35 for a preferred brand name drug, and \$55 for a non-preferred brand name drug.
- 9.3.7 Mail Order Prescription Co-Pays:** Effective January 1, 2003 mail order prescription co-pays for a 90-day supply will be \$2.50 for generic and \$7.50 for brand name drugs. Effective January 1, 2016 mail order prescription co-pays for a 90-day supply will be \$10 for a generic, \$30 for a preferred brand name drug, and \$50 for a non-preferred brand name drug. Effective July 1, 2018, mail order prescription co-pays for a 90-day supply will be \$10 for a generic, \$35 for a preferred brand name drug, and \$55 for a non-preferred brand name drug.
- 9.3.8 Annual Deductibles:** Effective July 1, 2005 the annual per person deductible shall be \$120 with an annual family deductible of \$360. Effective January 1, 2016 the annual per person deductible shall be \$160 with an annual family deductible of \$480. Effective January 1, 2017 the annual per person deductible shall be \$200 with an annual family deductible or \$600. Effective upon ratification, the annual per person deductible shall be \$225 with an annual family deductible of \$675.
- 9.3.9 Out of Network Major Medical Co-Pay:** Effective July 1, 2003, all persons covered will also be subject to an out-of-network Major Medical Co-Pay. Major medical expenses, after the deductibles listed above, will be reimbursed at 80% of the allowable fees for the first \$500, and thereafter, the plan will pay 100% of all allowable fees. The maximum Major Medical co-

payment amount per calendar year for members of the same family is \$300.

9.3.10 Prescription Formulary: Effective upon ratification, the parties agree that the prescription benefit manager will implement and maintain the drug formulary.

9.3.11 Specialty Drugs: Effective July 1, 2018 specialty drugs will be subject to a 10% co-insurance. All co-pay assistance paperwork will be done by the PBM as long as the PBM does the co-pay assistance paperwork. If the PBM does not offer this service then the City and the Union will meet to discuss a resolution of the issue.

9.4 BUYOUTS

9.4.1 Those employees hired after July 1, 1987 will only be eligible to be covered under one City of Watertown health insurance plan. A City of Watertown employee cannot be covered under their own policy and be covered as a dependent on a spouse/guardian's policy. The dependents of two employees that work for the City can only be covered under the policy of one employee.

9.4.2 Effective July 1, 2008, there shall be offered an annual buy-out out of \$1,500.00 for employees opting out of an individual health plan; and an annual buy-out of \$2,800 for employees completely opting out of family coverage. Payment of this annual buyout will be made on a bi-weekly basis. In order to be eligible for this buyout, the employee must provide proof of having coverage under another plan and may not be covered by another individual on the City's plan. A safe harbor right to re-enter the plan of their choice will be provided if the employee's status changes.

9.4.3 Employees hired after July 1, 1987, and who are eligible for either individual or family health insurance coverage as specified under 9.4.1 above, will be eligible for the health insurance buyouts as defined in 9.4.2 above, after six (6) months from the date of appointment.

9.5 125 PLAN

9.5.1 A Section 125 Plan shall be offered to employees to provide for employee health care expenses. Effective January 1, 2003, Childcare expenses shall be allowable expenses for inclusion in the Section 125 Plan.

9.5.2 The City, CSEA and the other City Unions have implemented a Section 457 Plan. It was determined by this committee that the New York State Deferred Compensation Plan shall be offered to all employees. Effective July 1, 2003, employees shall have the ability to convert three (3) vacation days into dollars to be contributed to the employee's Section 457 deferred compensation plan each year. Implementation of this benefit will be defined by the labor management committee. Effective January 1, 2009, for those employees with 140 days of accrued sick time, they shall have the ability to convert three (3) sick days into dollars to be contributed to the employee's Section 457 deferred compensation plan each year. The 140 days required for the sellback of sick time must be in the employee's sick leave balances as of April 1st and October 1st of the year in which the employee wishes to sellback sick time.

9.6 Wellness Committee. In an effort to increase health and well being to aid in the reduction of health insurance costs, the City and the Union agree to jointly develop a Wellness Plan for employees covered by the terms of this Agreement. A Wellness Committee of three (3) management and three (3) union members will be formed to develop Plan options for consideration by the Labor Management Committee.

ARTICLE 10 - SAFETY PROGRAM

The City agrees to establish a program of safety inspection, education and training in its several departments and among its various employees. The City agrees to provide and replace safety shoes from the current City of Watertown Safety Shoe Contract when required by the job function and approved by the employee's immediate supervisor, at no cost to the employee, each year when requested by the employee. Upon receipt of new safety shoes, the employee will be required to surrender the previous pair of safety shoes to their immediate supervisor. The City agrees to provide safety eyewear for use within the workplace, at no cost to the employee, with appropriately rated protection against anticipated workplace hazards. Effective upon ratification, the City agrees to reimburse employees for up to \$75 for the cost of initial prescription safety glasses when approved by the employee's Department Head. Replacement glasses will be reimbursed for up to \$75 after two years has passed from the last reimbursement for safety glasses.

ARTICLE 11 - MISCELLANEOUS PROVISIONS

11.1 THE ASSOCIATION

- 11.1.1** Members of the Association who are designated by the Association to attend the yearly State-wide and regional delegates meetings, conferences, and meetings shall be permitted to do so without charge to leave time at the rate of four (4) employees for attendance at such meetings provided that the maximum time off shall not exceed thirty-two (32) working days. The thirty-two (32) days may be taken in any combination by the four (4) employees, but the total taken shall not exceed thirty-two (32) days. No more than two (2) employees from any functional area without prior approval from the City Manager.
- 11.1.2** At least five (5) days written notice shall be given by the Association to the Department Head and the City Manager for such time off.
- 11.1.3** The City agrees to permit the authorized representatives of the Association to visit members during City work hours for the purpose of explaining and enrolling members on a continuing basis in the Association's insurance programs provided that designation of the authorized representatives is made to the City Manager in advance in a timely manner. Unless the representatives of the Association and the insurance carrier identify themselves and announce their intentions ahead of time to the City Manager in writing by at least three (3) days notice, such permission for visitation during City work hours shall not be allowed.
- 11.1.4** The Association shall have the right to post notices and other official communications on City bulletin boards.

- 11.1.5** The City agrees to provide and handle premium payments for the CSEA Master Plan Insurance program by payroll deduction for the employees and for the Association. For carrying out this program wherein the City absorbs the administrative costs of handling premium payments thereby helping the members to obtain automobile and homeowners insurance at reduced costs, it is agreed that the City shall not handle or process any claims under the program nor shall the City absorb or pay any costs of the program other than the cost of administration of the payroll deductions for premium payment.
- 11.1.6** Duly appointed representatives of the union shall be permitted to devote up to two (2) hours maximum time per week to union affairs, if needed. In any event, prior notice shall be given to the Department, Unit or Agency Head by the representative away from his duty or attending to union affairs while on duty. Such notice shall be in writing or by oral notice with at least one (1) day's notice.
- 11.1.7** When duly appointed representatives of the union wish to meet with unit employees who are working, prior notice shall be given to the immediate supervisor and/or Department Head of said employees.
- 11.2** The lunch hour of the offices in the Municipal Offices or Departments shall be one (1) hour.
- 11.3** Both parties agree that this contract constitutes the present entire Agreement between the City of Watertown and the Civil Service Employees Association, Inc. Amendment to this Agreement in written form shall be valid when agreed to by both parties and annexed to this Agreement.
- 11.4** All promotional job openings in the competitive (except where there is a certified, binding eligible list), non-competitive and labor classifications will be posted in each work facility for at least fourteen (14) calendar days prior to the filling of such position, except in emergency situations. All job postings shall contain the following: The position title, the number of vacancies, salary and current work location of the openings, and the current shift, if applicable. All notices will be forwarded to the President of the Association at the time of the posting. Any employee may submit his or her request, in writing, for any non-competitive labor classification position posted. The City agrees that it will review the credentials, including interviews, of the three (3) most senior employees who applied for and will accept the position, provided the employees meet the minimum qualifications for the position and possess the ability to perform in the position. For the purpose of this Agreement, seniority shall be defined as length of continuous service with the City in a position(s) covered by this Agreement since the employee's last date of hire. Final determination of appointment is reserved to the Appointing Authority. All examination announcements in the competitive class will be posted in all work locations for fourteen (14) calendar days prior to the examination closing date. Each department and the President of the Association shall receive copies of all posted examination announcements at the earliest possible time prior to the posting of such notices.
- 11.5** The City of Watertown and the Association agree to meet monthly for labor/management discussions. The Committee will consist of three (3) members from each side, union and employer. Either side may submit to the other a list of items to be discussed at the time of the meeting.

- 11.6** Effective upon ratification, the City agrees to reimburse tuition for up to three (3) credit hours per semester for five (5) employees per semester at Jefferson Community College or up to an equivalent amount at an accredited college or trade school for subjects approved by the City pertaining to the employee's job for subjects which are reasonably related to the position of the employee covered by this agreement. Such courses shall be taken on employee's time, without pay. Upon receipt of the final grade of "C" or better, the City will reimburse the cost of the tuition for the student. Participation shall be on a first come, first served basis.
- 11.7** The City and Association agree that the various types of motorized equipment as defined in Appendix A are classified as heavy equipment in accordance with applicable Civil Service job descriptions and classifications.
- 11.8**
- 11.8.1** A Seniority-in-Service schedule shall be prepared and posted in a conspicuous place in each department office. The record shall be revised on or about the first (1st) day of each month when necessary.
- 11.8.2** The said Seniority-in-Service schedule shall operate in accordance with the procedure recommended by the State Department of Civil Service and the rules and regulations under which the Watertown Civil Service Commission functions.
- 11.8.3** An employee who voluntarily vacates his position, and is off the City payroll for one year or longer, except on leave of absence or ill health, and subsequently re-enters City service after one (1) year shall be considered a new employee.
- 11.8.4** In the event that an employee returns in one (1) year or less, then he/she shall retain all original benefits package.
- 11.9** The City agrees to incorporate the following seniority clause as it pertains to future reductions in work force in the non-competitive and labor class: Seniority is that factor which will prevail in the case of lay-off, recall and reduction in forces. An employee's seniority date shall be the date he/she begins his/her employ with the City. In the case of job abolishment, reduction in forces, layoff and recall, the following procedure shall prevail:
- 11.9.1** The employee involved shall have the right to replace the least senior employee providing however, that the replaced employee has the same title.
- 11.9.2** If an employee cannot replace anyone within his/her title because of lack of seniority, he/she shall replace someone in an equal or lower title, within the same department with the least seniority, if qualified.
- 11.9.3** Before any lay-off occurs, the City will notify the President of the Association.
- 11.9.4** Recall shall be in reverse order of lay-off. A displaced employee shall remain on a recall list for four (4) years after each displacement. Refusal to accept an assignment at the same title and hours offered shall be cause for removal from a recall list.

11.9.5 For the purpose of lay-off and recall, departments shall be defined as follows:

- a. Comptroller Dept
- b. Purchasing Dept
- c. Assessment Dept
- d. Engineering Dept
- e. Public Works Dept, inclusive of Buildings and Grounds, Central Garage, Citi'Bus, Refuse and Recycling, Snow Removal, Sewer Maintenance, Street Maintenance.
- f. Buildings
- g. Information Technology
- h. Police Dept, Civilian Employees only
- i. Fire Dept, Civilian Employees only
- j. Code Enforcement
- k. Water Dept
- l. Wastewater Treatment
- m. Library
- n. Parks and Recreation

11.10 The Association agrees to annual performance reviews for all employees covered by this contract. The City and the Association will collectively prepare an evaluation form. Upon completion and implementation the following shall occur: the employee shall have the right to discuss evaluations with his/her immediate supervisor or department head. Written evaluations shall be placed in the employee's official personnel file located in the City Manager's office. The employee being evaluated shall sign a copy of the written report and will receive a copy. It is expressly understood that signing of the evaluation does not necessarily mean that the employee agrees with the evaluation. The employee is entitled to submit a written response to be signed by the department head or supervisor and placed in the employee's official personnel file.

11.11 Mandatory Training. Individuals covered by this contract are required to attend training classes provided by and paid for by the City which are necessary to maintain any required job certification or to maintain an employee's job skills.

11.12 Effective upon ratification, the parties agree to the implementation of the City's new "Reimbursement for Authorized Travel Expenses" policy included as Appendix C to this contract.

11.13 If the City pays the expenses required for an employee to be trained through an ELDT approved program to receive their CDL and the employee leaves employment less than 2 years after receiving their CDL, the City may re-coup the total of the ELDT approved program costs from the employee's remaining payroll checks.

ARTICLE 12 - DEATH BENEFIT

12.1 If a non-retired bargaining unit member dies, the City shall pay his/her estate for all unused accrued leave time at the rate of pay the employee was earning at the time of his/her death.

ARTICLE 13 - REQUIREMENTS OF STATE LAW

13.1 "IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL."

13.2 "THE AGREEMENT SHALL BECOME EFFECTIVE JULY 1, 2022 AND TERMINATE AT THE CLOSE OF BUSINESS ON JUNE 30, 2024."

IN WITNESS WHEREOF, the parties have caused this agreement to be executed by their duly authorized representatives this _____ day of _____, 2022 CITY OF WATERTOWN, NEW YORK

CITY OF WATERTOWN, NEW YORK

EMPLOYEES UNIT, LOCAL 823, CSEA

By: _____
Jeffrey Smith, Mayor

By: _____
Morgan Baker, President, CSEA, City of Watertown
Local 823, Unit 7151

By: _____
Kenneth Mix, City Manager

By: _____
Jonathan Eyles, Vice President, CSEA, City of Watertown
Local 823, Unit 7151

By: _____
Matthew Roy, Human Resource Manager

By: _____
Maxime Bost-Brown, Treasurer, CSEA, City of
Watertown, Local 823, Unit 7151

By: _____
Brenda Harwood
Labor Relations Specialist

APPENDIX A

HEAVY EQUIPMENT

The following pieces of equipment are recognized as Heavy Equipment:

1. 1-72; 1979 Champion Grader
2. 1-73; 2022 Caterpillar AP500F Paver
3. 1-77; 1977 SMI Blower
4. 1-78; 1985 Vohl DV 1104 Snowblower
5. 1-64; 1986 Case Excavator
6. 1-60; 1968 Gallion Roller
7. All Municipal Street Plows, Exclusive of Wing Operators.
8. 1-10 Hydraulic Excavator
9. 1-48 Tractor Trailer
10. Effective April 1, 2009, Tree Truck 1-59. When this piece of equipment is operated in the aerial platform mode, the employee operating the equipment will be paid as a Heavy Equipment Operator.
11. The operator of the City Sewer Vac for hours that the Vac itself is being operated.

**APPENDIX B
SICK LEAVE REVIEW FORM**

**CITY OF WATERTOWN
ANNUAL SICK LEAVE REVIEW FORM**

Employee Name

Department

Date of Review

_____ A review of your leave record indicates that you have a consistent pattern of maintaining a zero or near zero balance of sick leave without documentation of the need for such relatively high utilization.

_____ A review of your leave record indicates that you had _____ occasions of sick leave usage which have, by definition, been flagged as "potential" Sick Leave Abuse instances for the period of _____ to _____.

_____ A review of your leave record indicates that usage of sick leave appears to have been appropriate.

By signing the form below this does not mean that I agree with this review. It merely means that I have received the document. I may choose to write a response below and I may use additional pages if needed.

Employee Signature

Department Head or Supervisor Signature

Date

Date

This space may be used by the employee to provide comments relating to this annual sick leave review form (*to be completed in employee's own handwriting*). An employee may also submit a separate sheet of paper outlining his/her comments.

APPENDIX C

REIMBURSEMENT FOR AUTHORIZED TRAVEL POLICY

City of Watertown Reimbursement for Authorized Travel Expenses

Policy:

It is the intent of this policy to establish procedures and guidelines governing the reimbursement for authorized travel expenses for all City of Watertown employees. All travel related expenses must be approved by the employee's Department Head prior to travel commencing.

Meal Allowance:

1. The City will provide reimbursement to an employee for meal expenses at the rates provided by the Federal General Service Administration's (GSA) Meals and Incidental Expense Breakdown. The rates listed in the GSA represent the actual reimbursement amounts that will be issued to employees; they do not represent a maximum. The location at which the meal was obtained will be used to determine the reimbursement rates according to the GSA schedule.
2. Meals which are included within the cost of an event will not be paid to an employee.
3. To be eligible for a breakfast reimbursement, travel must commence prior to 6:00am.
4. To be eligible for a dinner reimbursement, travel must extend beyond 7:00pm.
5. Any disputes about when an employee should have departed to training or should have returned from training, will be decided by the City Manager.
6. The City will not advance meal reimbursement. The City Manager has the authority to make an exception to this rule.
7. Employees will be required to complete the City's "Mileage and Expense Reimbursement for Travel" form to receive meal reimbursement.
8. The City reserves the right to pay the meal reimbursement in accounts payable or in the employee's paycheck upon receipt of the "Mileage and Expense Reimbursement for Travel" form.

Travel Reimbursement:

1. Travel shall be conducted using the most economical mode of transportation. Options such as use of a City fleet vehicle or use of a rental car should be weighed versus use of an employee's personal vehicle. The employee's Department Head has final authority to determine the mode of transportation to be used.
2. To minimize costs, City employees traveling to the same destination shall car pool whenever possible.
3. Employees using their own personal vehicle will be reimbursed for mileage at the IRS Standard Mileage Rate in force on the date of travel.
4. Mileage will be reimbursed for the most direct route of travel. Mileage will be calculated using the employee's work location as the starting point of travel, unless the employee's departure location is closer to the destination than the work location.
5. Employees using a fleet vehicle will not receive mileage reimbursement. In most cases the City will provide a gas card which should be used to purchase fuel for the City vehicle. However, if an employee purchases fuel using their own method of payment, they will receive reimbursement for this expense when supported by a proper receipt.
6. Tolls and parking expenses will be reimbursed at the actual cost incurred by the employee when supported by a proper receipt. Traffic or parking tickets are the responsibility of the employee.
7. Towing or repair expenses incurred when an employee uses their own vehicle will not be reimbursed.
8. The City reserves the right to pay the travel reimbursement in accounts payable or in the employee's paycheck upon receipt of the "Mileage and Expense Reimbursement for Travel" form.

Lodging Allowance

1. Lodging accommodations shall be arranged in the most reasonable and economical manner. Whenever possible, the lodging accommodation will be at or below the rates established by the Federal GSA per diem lodging rate. The employee's Department Head has the final authority to determine the lodging provider to be used. The City will provide a City credit card for the reservation and purchase of the lodging.

2. Taxes on lodging in New York State are not reimbursable. Employees shall obtain and present the tax exemption certificate to the lodging provider.
3. When agreeable to both parties, employees shall share rooms. If an employee is accompanied by a spouse, the City will only be responsible for the single occupancy rate of the room.
4. Personal charges such as telephone calls, room service, alcohol, snacks, entertainment, etc. are the responsibility of the employee.
5. The City shall have the right to deduct from an employee's paycheck the expenses listed in item 4 that do not qualify as lodging expenses. Alternatively, the employee may reimburse the City directly for these non-qualifying expenses.

CSEA Wage Chart
Effective July 1, 2022

Title	Grade	A	B	C	D	E	F
	6	\$ 26,977	\$ 28,141	\$ 29,378	\$ 30,665	\$ 32,014	\$ 33,445
Hourly Rate	6.35	\$ 14.8225	\$ 15.4621	\$ 16.1418	\$ 16.8489	\$ 17.5901	\$ 18.3764
Hourly Rate	6.40	\$ 12.9697	\$ 13.5293	\$ 14.1240	\$ 14.7428	\$ 15.3913	\$ 16.0793
Clerk	6.35						
	10	\$ 32,014	\$ 33,445	\$ 34,938	\$ 36,505	\$ 38,149	\$ 39,883
Hourly Rate	10.35	\$ 17.5901	\$ 18.3764	\$ 19.1967	\$ 20.0577	\$ 20.9610	\$ 21.9137
Hourly Rate	10.40	\$ 15.3913	\$ 16.0793	\$ 16.7971	\$ 17.5505	\$ 18.3409	\$ 19.1745
Library Clerk	10.35						
Records Clerk	10.35						
Senior Clerk	10.35						
Laborer I	10.40						
	11	\$ 33,445	\$ 34,938	\$ 36,505	\$ 38,149	\$ 39,883	\$ 41,685
Hourly Rate	11.35	\$ 18.3764	\$ 19.1967	\$ 20.0577	\$ 20.9610	\$ 21.9137	\$ 22.9038
Hourly Rate	11.40	\$ 16.0793	\$ 16.7971	\$ 17.5505	\$ 18.3409	\$ 19.1745	\$ 20.0409
Account Clerk Typist	11.35						
Records Clerk / Parking Enforcement Officer	11.35						
Secretary	11.35						
Senior Library Clerk	11.35						
Water Meter Reader	11.35						
Parks & Recreation Maintenance Worker	11.40						
Municipal Worker I	11.40						
	12	\$ 34,938	\$ 36,505	\$ 38,149	\$ 39,883	\$ 41,685	\$ 43,597
Hourly Rate	12.35	\$ 19.1967	\$ 20.0577	\$ 20.9610	\$ 21.9137	\$ 22.9038	\$ 23.9544
Hourly Rate	12.40	\$ 16.7971	\$ 17.5505	\$ 18.3409	\$ 19.1745	\$ 20.0409	\$ 20.9601
Building Maintenance Worker	12.40						
Facilities Maintenance Worker	12.40						
Stock Attendant	12.40						
Water Maintenance Mechanic	12.40						
	13	\$ 36,505	\$ 38,149	\$ 39,883	\$ 41,685	\$ 43,597	\$ 45,602
Hourly Rate	13.35	\$ 20.0577	\$ 20.9610	\$ 21.9137	\$ 22.9038	\$ 23.9544	\$ 25.0560
Hourly Rate	13.40	\$ 17.5505	\$ 18.3409	\$ 19.1745	\$ 20.0409	\$ 20.9601	\$ 21.9240
Motor Equipment Operator (Light)	13.40						
Sign Maintenance Worker	13.40						
Tree Trimmer	13.40						
	14	\$ 38,149	\$ 39,883	\$ 41,685	\$ 43,597	\$ 45,602	\$ 47,704
Hourly Rate	14.35	\$ 20.9610	\$ 21.9137	\$ 22.9038	\$ 23.9544	\$ 25.0560	\$ 26.2110
Hourly Rate	14.40	\$ 18.3409	\$ 19.1745	\$ 20.0409	\$ 20.9601	\$ 21.9240	\$ 22.9346
Principal Library Clerk	14.35						
Senior Account Clerk Typist	14.35						
	15	\$ 39,883	\$ 41,685	\$ 43,597	\$ 45,602	\$ 47,704	\$ 49,906
Hourly Rate	15.35	\$ 21.9137	\$ 22.9038	\$ 23.9544	\$ 25.0560	\$ 26.2110	\$ 27.4209
Hourly Rate	15.40	\$ 19.1745	\$ 20.0409	\$ 20.9601	\$ 21.9240	\$ 22.9346	\$ 23.9933
Code Enforcement Aide	15.35						
Engineering Technician	15.40						
Water Meter Service Mechanic	15.40						
Water Treatment Plant Operator/Trainee	15.40						
Wastewater Treatment Plant Process Worker Trainee	15.40						
Bus Driver	15.40						
Refuse/Recycle Motor Equipment Operator	15.40						
Sign Maintenance Worker 2	15.40						
	16	\$ 41,685	\$ 43,597	\$ 45,602	\$ 47,704	\$ 49,906	\$ 52,219
Hourly Rate	16.35	\$ 22.9038	\$ 23.9544	\$ 25.0560	\$ 26.2110	\$ 27.4209	\$ 28.6918
Hourly Rate	16.40	\$ 20.0409	\$ 20.9601	\$ 21.9240	\$ 22.9346	\$ 23.9933	\$ 25.1053
Real Property Tax Service Aide	16.35						
Crew Chief	16.40						
Senior Transit Operator	16.40						
Motor Equipment Operator (Heavy)	16.40						
Wastewater Treatment Plant Process Worker I	16.40						
Water Treatment Plant Operator	16.40						

**CSEA Wage Chart
Effective July 1, 2022**

Title	Grade	A	B	C	D	E	F
	17	\$ 43,597	\$ 45,602	\$ 47,704	\$ 49,906	\$ 52,219	\$ 54,650
Hourly Rate	17.35	\$ 23.9544	\$ 25.0560	\$ 26.2110	\$ 27.4209	\$ 28.6918	\$ 30.0275
Hourly Rate	17.40	\$ 20.9601	\$ 21.9240	\$ 22.9346	\$ 23.9933	\$ 25.1053	\$ 26.2740
Motor Equipment Mechanic	17.40						
Wastewater Treatment Plant Process Worker II	17.40						
Water Treatment Plant Maintenance Mechanic	17.40						
	18	\$ 45,602	\$ 47,704	\$ 49,906	\$ 52,219	\$ 54,650	\$ 57,205
Hourly Rate	18.35	\$ 25.0560	\$ 26.2110	\$ 27.4209	\$ 28.6918	\$ 30.0275	\$ 31.4313
Hourly Rate	18.40	\$ 21.9240	\$ 22.9346	\$ 23.9933	\$ 25.1053	\$ 26.2740	\$ 27.5024
Principal Account Clerk	18.35						
Senior Engineering Technician	18.35						
Building Safety Inspector	18.35						
	19	\$ 47,704	\$ 49,906	\$ 52,219	\$ 54,650	\$ 57,205	\$ 59,887
Hourly Rate	19.35	\$ 26.2110	\$ 27.4209	\$ 28.6918	\$ 30.0275	\$ 31.4313	\$ 32.9049
Hourly Rate	19.40	\$ 22.9346	\$ 23.9933	\$ 25.1053	\$ 26.2740	\$ 27.5024	\$ 28.7918
GIS Technician	19.35						
SCADA Technician	19.35						
Information Technology Specialist	19.35						
Custodial & Maintenance Supervisor	19.35						
	20	\$ 49,906	\$ 52,219	\$ 54,650	\$ 57,205	\$ 59,887	\$ 62,704
Hourly Rate	20.35	\$ 27.4209	\$ 28.6918	\$ 30.0275	\$ 31.4313	\$ 32.9049	\$ 34.4527
Hourly Rate	20.40	\$ 23.9933	\$ 25.1053	\$ 26.2740	\$ 27.5024	\$ 28.7918	\$ 30.1462
Code Enforcement Officer	20.35						
Librarian I	20.35						
Lab Technician	20.40						
Wastewater Treatment Plant Lab Technician	20.40						
Wastewater Treatment Plant Process Worker III	20.40						
Industrial Pre-Treatment Lab Coordinator	20.40						
	21	\$ 52,219	\$ 54,650	\$ 57,205	\$ 59,887	\$ 62,704	\$ 65,658
Hourly Rate	21.35	\$ 28.6918	\$ 30.0275	\$ 31.4313	\$ 32.9049	\$ 34.4527	\$ 36.0758
Hourly Rate	21.40	\$ 25.1053	\$ 26.2740	\$ 27.5024	\$ 28.7918	\$ 30.1462	\$ 31.5663
GIS Coordinator	21.35						
Senior Code Enforcement Officer	21.35						
Water Distribution Systems Operator	21.40						
Water Treatment Plant Maintenance Supervisor	21.40						
Parks & Recreation Maintenance Supervisor	21.40						
	22	\$ 54,650	\$ 57,205	\$ 59,887	\$ 62,704	\$ 65,658	\$ 68,766
Hourly Rate	22.35	\$ 30.0275	\$ 31.4313	\$ 32.9049	\$ 34.4527	\$ 36.0758	\$ 37.7835
Hourly Rate	22.40	\$ 26.2740	\$ 27.5024	\$ 28.7918	\$ 30.1462	\$ 31.5663	\$ 33.0606
Cad Technician	22.35						
Librarian II	22.35						
Real Property Appraiser	22.35						
	23	\$ 56,388	\$ 59,032	\$ 61,808	\$ 64,717	\$ 67,778	\$ 70,991
Hourly Rate	23.35	\$ 30.9824	\$ 32.4352	\$ 33.9604	\$ 35.5588	\$ 37.2407	\$ 39.0060
Hourly Rate	23.40	\$ 27.1096	\$ 28.3808	\$ 29.7154	\$ 31.1139	\$ 32.5856	\$ 34.1303
	24	\$ 59,032	\$ 61,808	\$ 64,717	\$ 67,778	\$ 70,991	\$ 74,362
Hourly Rate	24.35	\$ 32.4352	\$ 33.9604	\$ 35.5588	\$ 37.2407	\$ 39.0060	\$ 40.8582
Hourly Rate	24.40	\$ 28.3808	\$ 29.7154	\$ 31.1139	\$ 32.5856	\$ 34.1303	\$ 35.7510
Transit Supervisor	24.40						
Wastewater Treatment Plant Maintenance Supervisor	24.40						

Longevity Payments	Annual	Hourly Rate for 35 Hour Per Week Title	Hourly Rate for 40 Hour Per Week Title
After 6th Year	\$ 350	\$ 0.1923	\$ 0.1683
After 12th Year	\$ 700	\$ 0.3846	\$ 0.3365
After 18th Year	\$ 1,050	\$ 0.5769	\$ 0.5048
After 25th Year	\$ 1,400	\$ 0.7692	\$ 0.6731

Any title with a .35 after the grade designation is a 35 hour per week position.
Any title with a .40 after the grade designation is a 40 hour per week position.

CSEA Wage Chart
Effective July 1, 2023

Title	Grade	A	B	C	D	E	F
	6	\$ 27,989	\$ 29,196	\$ 30,480	\$ 31,815	\$ 33,215	\$ 34,699
Hourly Rate	6.35	\$ 15.3786	\$ 16.0418	\$ 16.7473	\$ 17.4808	\$ 18.2500	\$ 19.0654
Hourly Rate	6.40	\$ 13.4563	\$ 14.0365	\$ 14.6538	\$ 15.2957	\$ 15.9688	\$ 16.6822
Clerk	6.35						
	10	\$ 33,215	\$ 34,699	\$ 36,248	\$ 37,874	\$ 39,580	\$ 41,379
Hourly Rate	10.35	\$ 18.2500	\$ 19.0654	\$ 19.9165	\$ 20.8099	\$ 21.7473	\$ 22.7357
Hourly Rate	10.40	\$ 15.9688	\$ 16.6822	\$ 17.4269	\$ 18.2087	\$ 19.0288	\$ 19.8938
Library Clerk	10.35						
Records Clerk	10.35						
Senior Clerk	10.35						
Laborer I	10.40						
	11	\$ 34,699	\$ 36,248	\$ 37,874	\$ 39,580	\$ 41,379	\$ 43,248
Hourly Rate	11.35	\$ 19.0654	\$ 19.9165	\$ 20.8099	\$ 21.7473	\$ 22.7357	\$ 23.7626
Hourly Rate	11.40	\$ 16.6822	\$ 17.4269	\$ 18.2087	\$ 19.0288	\$ 19.8938	\$ 20.7923
Account Clerk Typist	11.35						
Records Clerk / Parking Enforcement Officer	11.35						
Secretary	11.35						
Senior Library Clerk	11.35						
Water Meter Reader	11.35						
Parks & Recreation Maintenance Worker	11.40						
Municipal Worker I	11.40						
	12	\$ 36,248	\$ 37,874	\$ 39,580	\$ 41,379	\$ 43,248	\$ 45,232
Hourly Rate	12.35	\$ 19.9165	\$ 20.8099	\$ 21.7473	\$ 22.7357	\$ 23.7626	\$ 24.8527
Hourly Rate	12.40	\$ 17.4269	\$ 18.2087	\$ 19.0288	\$ 19.8938	\$ 20.7923	\$ 21.7462
Building Maintenance Worker	12.40						
Facilities Maintenance Worker	12.40						
Stock Attendant	12.40						
Water Maintenance Mechanic	12.40						
	13	\$ 37,874	\$ 39,580	\$ 41,379	\$ 43,248	\$ 45,232	\$ 47,312
Hourly Rate	13.35	\$ 20.8099	\$ 21.7473	\$ 22.7357	\$ 23.7626	\$ 24.8527	\$ 25.9956
Hourly Rate	13.40	\$ 18.2087	\$ 19.0288	\$ 19.8938	\$ 20.7923	\$ 21.7462	\$ 22.7462
Motor Equipment Operator (Light)	13.40						
Sign Maintenance Worker	13.40						
Tree Trimmer	13.40						
	14	\$ 39,580	\$ 41,379	\$ 43,248	\$ 45,232	\$ 47,312	\$ 49,493
Hourly Rate	14.35	\$ 21.7473	\$ 22.7357	\$ 23.7626	\$ 24.8527	\$ 25.9956	\$ 27.1940
Hourly Rate	14.40	\$ 19.0288	\$ 19.8938	\$ 20.7923	\$ 21.7462	\$ 22.7462	\$ 23.7947
Principal Library Clerk	14.35						
Senior Account Clerk Typist	14.35						
	15	\$ 41,379	\$ 43,248	\$ 45,232	\$ 47,312	\$ 49,493	\$ 51,777
Hourly Rate	15.35	\$ 22.7357	\$ 23.7626	\$ 24.8527	\$ 25.9956	\$ 27.1940	\$ 28.4489
Hourly Rate	15.40	\$ 19.8938	\$ 20.7923	\$ 21.7462	\$ 22.7462	\$ 23.7947	\$ 24.8928
Code Enforcement Aide	15.35						
Engineering Technician	15.40						
Water Meter Service Mechanic	15.40						
Water Treatment Plant Operator/Trainee	15.40						
Wastewater Treatment Plant Process Worker Trainee	15.40						
Bus Driver	15.40						
Refuse/Recycle Motor Equipment Operator	15.40						
Sign Maintenance Worker 2	15.40						
	16	\$ 43,248	\$ 45,232	\$ 47,312	\$ 49,493	\$ 51,777	\$ 54,177
Hourly Rate	16.35	\$ 23.7626	\$ 24.8527	\$ 25.9956	\$ 27.1940	\$ 28.4489	\$ 29.7676
Hourly Rate	16.40	\$ 20.7923	\$ 21.7462	\$ 22.7462	\$ 23.7947	\$ 24.8928	\$ 26.0466
Real Property Tax Service Aide	16.35						
Crew Chief	16.40						
Senior Transit Operator	16.40						
Motor Equipment Operator (Heavy)	16.40						
Wastewater Treatment Plant Process Worker I	16.40						
Water Treatment Plant Operator	16.40						

**CSEA Wage Chart
Effective July 1, 2023**

Title	Grade	A	B	C	D	E	F
	17	\$ 45,232	\$ 47,312	\$ 49,493	\$ 51,777	\$ 54,177	\$ 56,699
Hourly Rate	17.35	\$ 24.8527	\$ 25.9956	\$ 27.1940	\$ 28.4489	\$ 29.7676	\$ 31.1533
Hourly Rate	17.40	\$ 21.7462	\$ 22.7462	\$ 23.7947	\$ 24.8928	\$ 26.0466	\$ 27.2591
Motor Equipment Mechanic	17.40						
Wastewater Treatment Plant Process Worker II	17.40						
Water Treatment Plant Maintenance Mechanic	17.40						
	18	\$ 47,312	\$ 49,493	\$ 51,777	\$ 54,177	\$ 56,699	\$ 59,350
Hourly Rate	18.35	\$ 25.9956	\$ 27.1940	\$ 28.4489	\$ 29.7676	\$ 31.1533	\$ 32.6099
Hourly Rate	18.40	\$ 22.7462	\$ 23.7947	\$ 24.8928	\$ 26.0466	\$ 27.2591	\$ 28.5337
Principal Account Clerk	18.35						
Senior Engineering Technician	18.35						
Building Safety Inspector	18.35						
	19	\$ 49,493	\$ 51,777	\$ 54,177	\$ 56,699	\$ 59,350	\$ 62,133
Hourly Rate	19.35	\$ 27.1940	\$ 28.4489	\$ 29.7676	\$ 31.1533	\$ 32.6099	\$ 34.1390
Hourly Rate	19.40	\$ 23.7947	\$ 24.8928	\$ 26.0466	\$ 27.2591	\$ 28.5337	\$ 29.8716
GIS Technician	19.35						
SCADA Technician	19.35						
Information Technology Specialist	19.35						
Custodial & Maintenance Supervisor	19.35						
	20	\$ 51,777	\$ 54,177	\$ 56,699	\$ 59,350	\$ 62,133	\$ 65,055
Hourly Rate	20.35	\$ 28.4489	\$ 29.7676	\$ 31.1533	\$ 32.6099	\$ 34.1390	\$ 35.7445
Hourly Rate	20.40	\$ 24.8928	\$ 26.0466	\$ 27.2591	\$ 28.5337	\$ 29.8716	\$ 31.2764
Code Enforcement Officer	20.35						
Librarian I	20.35						
Lab Technician	20.40						
Wastewater Treatment Plant Lab Technician	20.40						
Wastewater Treatment Plant Process Worker III	20.40						
Industrial Pre-Treatment Lab Coordinator	20.40						
	21	\$ 54,177	\$ 56,699	\$ 59,350	\$ 62,133	\$ 65,055	\$ 68,120
Hourly Rate	21.35	\$ 29.7676	\$ 31.1533	\$ 32.6099	\$ 34.1390	\$ 35.7445	\$ 37.4286
Hourly Rate	21.40	\$ 26.0466	\$ 27.2591	\$ 28.5337	\$ 29.8716	\$ 31.2764	\$ 32.7500
GIS Coordinator	21.35						
Senior Code Enforcement Officer	21.35						
Water Distribution Systems Operator	21.40						
Water Treatment Plant Maintenance Supervisor	21.40						
Parks & Recreation Maintenance Supervisor	21.40						
	22	\$ 56,699	\$ 59,350	\$ 62,133	\$ 65,055	\$ 68,120	\$ 71,345
Hourly Rate	22.35	\$ 31.1533	\$ 32.6099	\$ 34.1390	\$ 35.7445	\$ 37.4286	\$ 39.2005
Hourly Rate	22.40	\$ 27.2591	\$ 28.5337	\$ 29.8716	\$ 31.2764	\$ 32.7500	\$ 34.3005
Cad Technician	22.35						
Librarian II	22.35						
Real Property Appraiser	22.35						
	23	\$ 58,503	\$ 61,246	\$ 64,126	\$ 67,144	\$ 70,320	\$ 73,653
Hourly Rate	23.35	\$ 32.1445	\$ 33.6516	\$ 35.2341	\$ 36.8923	\$ 38.6374	\$ 40.4687
Hourly Rate	23.40	\$ 28.1264	\$ 29.4452	\$ 30.8298	\$ 32.2808	\$ 33.8077	\$ 35.4101
	24	\$ 61,246	\$ 64,126	\$ 67,144	\$ 70,320	\$ 73,653	\$ 77,151
Hourly Rate	24.35	\$ 33.6516	\$ 35.2341	\$ 36.8923	\$ 38.6374	\$ 40.4687	\$ 42.3907
Hourly Rate	24.40	\$ 29.4452	\$ 30.8298	\$ 32.2808	\$ 33.8077	\$ 35.4101	\$ 37.0918
Transit Supervisor	24.40						
Wastewater Treatment Plant Maintenance Supervisor	24.40						

	Annual	Hourly Rate for 35 Hour Per Week Title	Hourly Rate for 40 Hour Per Week Title
Longevity Payments			
After 6th Year	\$ 350	\$ 0.1923	\$ 0.1683
After 12th Year	\$ 700	\$ 0.3846	\$ 0.3365
After 18th Year	\$ 1,050	\$ 0.5769	\$ 0.5048
After 25th Year	\$ 1,400	\$ 0.7692	\$ 0.6731

Any title with a .35 after the grade designation is a 35 hour per week position.
Any title with a .40 after the grade designation is a 40 hour per week position.

November 29, 2022

To: The Honorable Mayor and City Council

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

Subject: Changing the Approved Zoning Classification of the rear portions of 528 and 540 State Street, Parcel Numbers 12-03-127.000 and 12-03-128.000 from Residence C to Commercial

Stephanie Albright, P.E. of APD Engineering has submitted a request on behalf of Hospitality Syracuse, Inc. to change the approved Zoning Classification of the rear portion of 528 and 540 State Street, Parcel Numbers 12-03-127.000 and 12-03-128.000 from Residence C to Commercial.

The Planning Board reviewed the request at its November 1, 2022, meeting and adopted a motion recommending that City Council change the approved zoning classification of both parcels. Attached is the complete zone change application, Staff's report to the Planning Board and the relevant excerpt from the Planning Board's meeting minutes.

The ordinance attached for City Council consideration changes the approved zoning classification of the rear portion of both parcels. The City Council has scheduled a public hearing on the zone change request for 7:15 p.m. on Monday, December 5, 2022. After the public hearing, the City Council must approve the SEQRA resolution before voting on the attached ordinance.

ORDINANCE

Page 1 of 1

Changing the Approved Zoning Classification
Of the Rear Portion of 528 and 540 State
Street, Parcel Numbers 12-03-127.000 and
12-03-128.000 from Residence C to
Commercial

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 Stephanie Albright, P.E. of APD Engineering on behalf of Hospitality Syracuse, Inc. 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 the rear portion of 528 and 540 State Street, Parcel Numbers 12-03-127.000 and 12-03-128.000 from Residence C to Commercial and

WHEREAS the Planning Board of the City of Watertown considered the zone change request at its November 1, 2022, meeting and adopted a motion recommending that City Council change the approved zoning classification of the rear portion of both parcels, and

WHEREAS a public hearing was held on the proposed zone change on December 5, 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 the rear portion of 528 and 540 State Street, Parcel Numbers 12-03-127.000 and 12-03-128.000 shall be changed from Residence C to Commercial, 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

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

October 31, 2022

City of Watertown
Michael Lumbis, Planning and Community Development Director
245 Washington St, Room 305
Watertown NY 13601

RE: Taco Bell State St – Zoning Change Request

Dear Mr. Lumbis,

On behalf of our client, Hospitality Syracuse, Inc., we are submitting the Zoning Change Application and supporting materials for the proposed Taco Bell project on State St. We are currently preparing the full site plan package for City Staff and Planning Board review, but we would like to start the process with the zoning change.

Tax Parcels 12-03-127 and 12-03-128 have split zoning (Commercial and Residence C). We would like these parcels to be rezoned to Commercial to support the Taco Bell development. We ask that our current application in to the Planning Board be modified to remove the church parking parcels and only include these two parcels for development.

If you need me to bring additional hard copies to the meeting, please let me know.

Please find the following documents enclosed:

1. The Letter of Intent (this letter)
2. Zoning Change Application Form
3. Tax Map with parcels highlighted (11x17)
4. Sketch plan, SK1 (11x17)

Should you have any questions, comments, or are in need of additional information, please feel free to contact me at 585-764-3588 or salbright@apd.com.

Sincerely,



Stephanie Albright, P.E.
Senior Civil Engineer

Headquarters

615 Fishers Run, Victor, NY 14564
phone 585.742.2222 • fax 585.924.4914
web www.apd.com • email info@apd.com

Office Locations

P.O. Box 11626, Santa Ana, CA 92711 • phone/fax 714.987.1380



City of Watertown ZONE CHANGE APPLICATION FORM

City of Watertown, Planning and Community Development Dept.
245 Washington Street, Room 305, Watertown, NY 13601
Phone: 315-785-7741 Email: planning@watertown-ny.gov

Received:

PROPERTY INFORMATION:

PROPERTY ADDRESS: 123 Winthrop St ad 528 and 540 State St, Watertown NY 13601

TAX PARCEL NUMBER(S): 12-03-124, 12-03-125, 12-03-127, 12-03-128

CURRENT ZONING DISTRICT: Commercial & Residence C PROPOSED ZONING DISTRICT: Commercial

APPLICANT INFORMATION:

APPLICANT NAME: Hospitality Syracuse, Inc (Attn: Mike McCracken)

APPLICANT MAILING ADDRESS: 290 Elwood David Rd, Suite 320, Liverpool NY 13088

PHONE NUMBER: 315-451-1957 E-MAIL: mikem@hrgweb.com

PROPERTY OWNER INFORMATION (if different from applicant):

PROPERTY OWNER NAME: Jon Lennox (528 State St), North Drive-In Theater Corp (540 State St), and Church of the Holy Family (123 Winthrop)

PROPERTY OWNER MAILING ADDRESS (if different from subject parcel): Jon Lennox: 555 State St, Watertown NY 13601

North Drive-In Theater Corp: PO Box 203 Watertown NY 13601; Church of the Holy Family: 129 Winthrop St, Watertown NY 13601

PHONE NUMBER: _____ E-MAIL: _____

CHECKLIST (please include all of the following in addition to this application form):

- | | |
|---|--|
| <input checked="" type="checkbox"/> Cover Letter* | <input checked="" type="checkbox"/> Tax Map with subject parcel highlighted* |
| <input checked="" type="checkbox"/> Site Drawing (if applicable)* | <input checked="" type="checkbox"/> State Environmental Quality Review (SEQR) form* |
| <input checked="" type="checkbox"/> Metes and Bounds description | <input type="checkbox"/> Written Support of Adjoining Property Owners (if applicable) |
| <input checked="" type="checkbox"/> \$125 application fee* | <input checked="" type="checkbox"/> Electronic Copy of Entire Submission (PDF Preferred) |

*See appendices for further information

Applicant Signature:  Date: 10/11/2022

Property Owner Signature (if different) _____ Date: _____

Short Environmental Assessment Form

Part 1 - Project Information

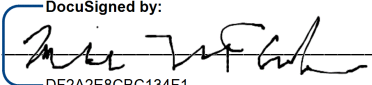
Instructions for Completing

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

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

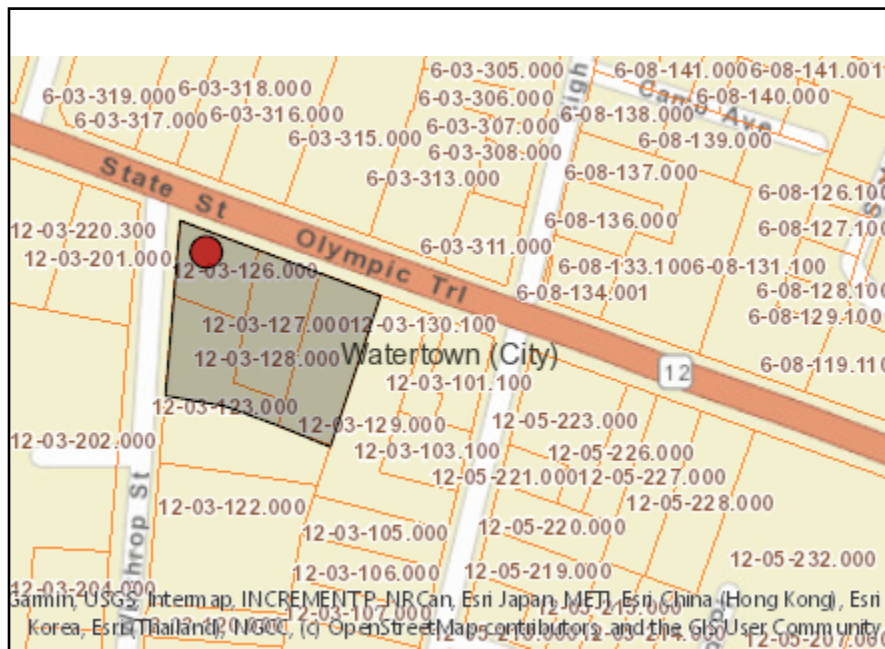
Part 1 – Project and Sponsor Information			
Name of Action or Project: Taco Bell - State St Watertown			
Project Location (describe, and attach a location map): 514, 528, 540 State St Watertown NY 13601			
Brief Description of Proposed Action: This project proposed to demolish the existing Trailways building and associated appurtenance to construct a +/- 2,600 SF Taco Bell building and associated parking lot, utilities, landscaping, etc. The project includes the rezoning of four parcels from Residence C to Commercial.			
Name of Applicant or Sponsor: Hospitality Syracuse, Inc.		Telephone: 315-451-1957	
		E-Mail: mikem@hrgweb.com	
Address: 290 Elwood Davis Road, Suite 320			
City/PO: Liverpool		State: NY	Zip Code: 13088
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"/>	YES <input 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: City Council - Rezoning and Site Plan Approval, ZBA - Variances (potential), City - Lot consolidation, DOH - Backflow approval		NO <input type="checkbox"/>	YES <input checked="" type="checkbox"/>
3. a. Total acreage of the site of the proposed action? b. Total acreage to be physically disturbed? c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor?		+/- 0.9 acres +/- 0.9 acres +/- 0.9 acres	
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 checked="" type="checkbox"/> Residential (suburban) <input type="checkbox"/> Forest <input type="checkbox"/> Agriculture <input type="checkbox"/> Aquatic <input type="checkbox"/> Other(Specify): <input type="checkbox"/> Parkland			

5. Is the proposed action, a. A permitted use under the zoning regulations? b. Consistent with the adopted comprehensive plan?	NO <input type="checkbox"/> <input type="checkbox"/>	YES <input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	N/A <input type="checkbox"/> <input type="checkbox"/>
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?	NO <input type="checkbox"/>	YES <input checked="" type="checkbox"/>	
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area? If Yes, identify: _____	NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>	
8. a. Will the proposed action result in a substantial increase in traffic above present levels? b. Are public transportation services available at or near the site of the proposed action? c. Are any pedestrian accommodations or bicycle routes available on or near the site of the proposed action?	NO <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	YES <input type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	
9. Does the proposed action meet or exceed the state energy code requirements? If the proposed action will exceed requirements, describe design features and technologies: _____ _____	NO <input type="checkbox"/>	YES <input checked="" type="checkbox"/>	
10. Will the proposed action connect to an existing public/private water supply? If No, describe method for providing potable water: _____ _____	NO <input type="checkbox"/>	YES <input checked="" type="checkbox"/>	
11. Will the proposed action connect to existing wastewater utilities? If No, describe method for providing wastewater treatment: _____ _____	NO <input type="checkbox"/>	YES <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? 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?	NO <input checked="" type="checkbox"/> <input type="checkbox"/>	YES <input type="checkbox"/> <input checked="" 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? b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody? If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: _____ _____ _____	NO <input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	YES <input type="checkbox"/> <input type="checkbox"/>	

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?	NO	YES
Northern Long-eared Bat	<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?	NO	YES
If Yes,	<input type="checkbox"/>	<input checked="" type="checkbox"/>
a. Will storm water discharges flow to adjacent properties?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
If Yes, briefly describe:		
Storm will flow to City storm sewer system within State St.		
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)?	NO	YES
If Yes, explain the purpose and size of the impoundment:	<input checked="" type="checkbox"/>	<input type="checkbox"/>
19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility?	NO	YES
If Yes, describe:	<input checked="" type="checkbox"/>	<input type="checkbox"/>
20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste?	NO	YES
If Yes, describe:	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Former spills identified on the 540 State St parcel. Applicant is currently obtaining a Phase I and Phase II ESA to determine the extent of potential environmental impacts.		
I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE Applicant/sponsor/name: <u>Mike McCracken</u> Date: <u>11/1/2022</u> Signature:  Title: <u>Director of Development</u> <small>DocuSigned by: DE2A2E8C8C134E1</small>		

EAF Mapper Summary Report

Tuesday, October 11, 2022 1:49 PM



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



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]	Yes
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]	Yes



AS REQUIRED BY NEW YORK STATE LAW,
CONTRACTOR SHALL CONTACT "DIG SAFELY NEW
YORK" (UFPO) @ 1-800-962-7962 FOR LOCATION
STAKE-OUT OF ALL UTILITIES, AT LEAST 2 FULL
WORKING DAYS PRIOR TO ANY EXCAVATION.

Issued:	Date:
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Revisions:	Date:
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Seal	Seal
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CIVIL ENGINEER OF RECORD
Name: Stephanie L. Albright
New York License No.: 087051
Exp. Date: December 31, 2023
Firm Reg. No.: 0014815
Exp. Date: December 31, 2023

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A P D Engineering & Architecture PLLC
615 Fishers Run Victor, NY 14564
(585) 742-2222

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APD

ENGINEERING
ARCHITECTURE

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585.742.2222 - www.apd.com

Hospitality Syracuse, Inc.
290 Elwood Davis Road
Suite 320
Liverpool, NY 13088
(315) 481-1993
(315) 481-9620

















Taco Bell - Watertown NY

State St
City of Watertown
Jefferson County, NY
Project Name & Location:

Sketch Plan

Drawing Name:	Project No.
Date: 09/16/22	22-0408
Type: LG 50	
Drawn By: SLA	SK1
Scale: 1" = 20'	Drawing No.

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 GIS

245 WASHINGTON STREET
2ND FLOOR
WATERTOWN, NEW YORK 13601

(315) 785-7793
gis@watertown-ny.gov

Residence C to Commercial
Rear portions of 528 and 540 State Street
(12-03-127.000, 12-03-128.000)

The City of Watertown does not warrant, guarantee or accept any liability for the accuracy, precision or completeness of any information shown or described hereon or for any inferences made therefrom. Any use made from this information is solely at the risk of the user.

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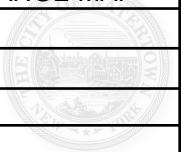
ZONE CHANGE MAP

Requested By:

Author: mowen

Date: 11/9/2022

Scale : 1 in= 100 ft





CITY OF WATERTOWN, NEW YORK

CITY PLANNING BOARD

ROOM 305, WATERTOWN CITY HALL
245 WASHINGTON STREET
WATERTOWN, NEW YORK 13601-3380
(315) 785-7741

MEETING: November 1, 2022

PRESENT:

Larry Coburn, Planning Board Chair
Michelle Capone
T.J. Babcock
Neil Katzman
Michael Pierce

ALSO:

Michael A. Lumbis, Planning and
Community Development Director
Michael J. Delaney, City Engineer
Geoffrey Urda, Planner
Gertrude Karris, Secretary

ABSENT:

Linda Fields

Planning Board Chair, Larry Coburn, called the November 1, 2022, Planning Board meeting to order at 3:03 p.m. Mr. Coburn then asked for a motion regarding the Minutes from the October 4, 2022, Planning Board Meeting. Mr. Katzman made a motion to approve the minutes as written, Mr. Pierce seconded the motion, and all voted in favor.

**ZONE CHANGE - 528 AND 540 STATE STREET
PARCEL NUMBERS 12-03-127.000 AND 12-03-128.000
FROM RESIDENCE C TO COMMERCIAL**

The Planning Board then considered a request submitted by Stephanie Albright of APD Engineering on behalf of Hospitality Syracuse, Inc to change the approved zoning classification of the rear portions of 528 and 540 State Street, Parcel Numbers 12-03-127.000 and 12-03-128.000. The applicant seeks to rezone the rear portion of the subject parcels from Residence C to Commercial to accommodate the construction of a Taco Bell restaurant.

Stephanie Albright of APD introduced the current application for zone change, noting that the application no longer included the parcels owned by Holy Family Church: Parcel Numbers 12-03-124.000 and 12-03-125.000. She said that the Church and Diocese of Ogdensburg were not interested in participating in the development of the site to provide shared parking, so the two church parcels were removed from the request.

Ms. Albright presented a tax map to the Planning Board depicting the portions of Parcel Numbers 12-03-127.000 and 12-03-128.000 that would require rezoning from Residence C to Commercial in order to develop the site. Ms. Albright noted that according to Section 310-54 of the City's Zoning Ordinance no driveway or other means of access for vehicles shall be maintained or used in any Residence District for the servicing of any allowable use located in a

Commercial District. Therefore, allowing access to the restaurant's parking lot required rezoning the subject parcels from Residence C to Commercial.

Ms. Albright noted that changing these parcels to Commercial was in line with the proposed zoning that Watertown has planned for the State Street corridor. Ms. Albright said that development of this site would revitalize those properties and benefit the neighborhood.

Ms. Albright then informed the board that the applicant team was also considering a traffic study to evaluate the feasibility of changing a portion of Winthrop Street from one way to two-way traffic. She said that the two-way traffic would run only between the entrance to the parking lot on Winthrop Street and the intersection with State Street, to allow patrons to exit the parking area and access State Street from the Winthrop entrance/exit. She then said that she would be willing to submit the traffic study to the City Council.

Mr. Coburn asked about the current state of the former bus station parcel, which bounds the subject parcel to the east. Ms. Albright replied that the former bus station parcel is paved except for a small gravel area and that all three parcels are almost all impervious.

Mr. Coburn asked Mr. Lumbis if rezoning at this point of the application was premature or if it would lay the groundwork for the applicant's future requests, such as converting the traffic flow on Winthrop Street and site plan approval.

Mr. Lumbis replied that the Board should consider the applicant's larger plan while deciding if the parcels should be rezoned, but also remember that the change in zoning would allow for other types of commercial businesses, not just restaurants. He emphasized that the Planning Board must consider if a zone change makes sense for this area, and if it is in harmony with the Comprehensive Plan and the proposed Zoning Ordinance rewrite.

Mr. Lumbis then referred to the Staff Report and noted that presently, the parcels that front on State Street are all zoned Commercial to approximately 90 feet in depth at which point the zoning changes to Residence C, which results in several parcels that are split zoned. The City's adopted Comprehensive Plan recommends this block of State Street as the transition point between the Downtown/Central Business District and Urban Mixed Use future land use character areas. Mr. Lumbis confirmed that even if this application had not come before the board, the plan was to clean up the split zoning and rezone the rear portion of these parcels as part of the City's Zoning Rewrite project.

Mr. Coburn asked the other Board members if there were any additional questions for the applicant. Hearing none, Mr. Babcock made a motion recommending that City Council approve the zone change request submitted by Stephanie Albright of APD Engineering on behalf of Hospitality Syracuse, Inc to change the approved zoning classification of the rear portions of 528 and 540 State Street, Parcel numbers 12-03-127.000 and 12-03-128.000 from Residence C to Commercial.

From the audience, Ms. Glenda C. Dickson of William Street, asked the Board if they would be voting on the zone change tonight. Mr. Urda then informed the Board that Ms. Dickson submitted an email to the Planning Department earlier in the afternoon in which she expressed concerns about the dumpster location and other issues that would be addressed during a site plan review. Chairman Coburn replied to Ms. Dickson that the change in zoning had already been planned for this location in the City of Watertown Comprehensive Plan and the Zoning Ordinance

rewrite. Mr. Urda then clarified the new zoning classification in the rewrite would be Urban Mixed Use.

Ms. Dickson stated her main concern is that she would like any development on the site to include a fence between parcel 128 and 129 to protect the residential occupants of the neighboring area. Ms. Dickson then said that a fence would alleviate multiple problems, especially if the trash bin is in the corner of the lot, as indicated on the preliminary site plan. Ms. Dickson also questioned why the fence would not be addressed if it was related to the parcels that will be rezoned.

Mr. Lumbis explained that fences, buffer zones and setbacks would be addressed by the Planning Board during the site plan review process, if the zone change is approved by the City Council and if the applicant moves forward with a site plan application.

Mr. Katzman announced that the Board needed to move forward with the zoning reclassification. Mr. Katzman then seconded the motion and all voted in favor.

**PRELIMINARY SITE PLAN DISCUSSION
514, 528 AND 540 STATE STREET
PARCEL NUMBERS 12-02-126.000, 12-03-127.000 and 12-03-128.000**

Stephanie Albright, of APD Engineering on behalf of Hospitality Syracuse, Inc. addressed the Board. Ms. Albright informed the Board that there is only one potential site plan at this time as the applicant was unable to come to an agreement on a shared parking lot agreement with Holy Family Church.

Ms. Albright then reviewed the current proposed layout, which had an entrance on Winthrop Street, and two curb cuts on State Street. She said that the entrance on Winthrop Street will serve as both an entrance and exit if the City agreed to convert Winthrop Street to two-way traffic between the curb cuts and State Street. She said that this would allow patrons to exit toward State Street rather than through the residential neighborhood. She added that one curb cut on State Street would be a combined entrance and exit and the second curb cut would exit the drive-thru and be exit only.

Discussion ensued regarding the number of drive-thru lanes (proposed to be one), traffic flow, the stacking of vehicles, entrance and exit options, and the possible need for a variance from setback and/or buffering requirements in the front if this site plan moved forward before the City adopted its new Zoning Ordinance.

Peter Souch, who owns property on State Street (Wendy's Restaurant), addressed the board and suggested that the applicant was underestimating the number of vehicles that the drive-thru and parking area would have to handle and suggested the applicant look at the amount of traffic at the Arsenal Street location.

Mike McCracken of Hospitality Syracuse, Inc. addressed the statement; the new restaurant is partly intended to reduce the amount of traffic at the Arsenal Street restaurant and balance the volume between the two stores and the two sides of town. Mr. McCracken noted that an evaluation of customer patterns, shows customer volume will be much lower on State Street than at the Arsenal Street store but eventually should help balance the volume of patrons served.

Mr. Souch replied that he has restaurant experience on both State Street and Arsenal Street and his primary concern for this new restaurant location was traffic congestion and safety both on State Street and Winthrop.

Jake Johnson, who owns several properties in the downtown area, then addressed the board and noted that his mother operated a business on the opposite corner of Winthrop and State Streets, and he believes the use of Winthrop Street for access as an exit or entrance is a mistake.

Ms. Capone asked to see the site plan again and Ms. Albright reviewed the parcels that can be used, where the building can be positioned and where the entrance and exits can be situated. There was brief discussion about the use of Winthrop Street to enter or exit the parking lot, and other layouts that do not conform with the Comprehensive Plan. There was general agreement that the Board did not want to see a portion of Winthrop Street changed to a two-way street for the project, citing traffic congestion at the intersection, traffic safety and general driver confusion.

The Board discussed concerns about traffic flow and traffic volume, entering and exiting the property, turning left onto State Street, and stacking in the drive through and parking area. The Board asked the applicant to address these concerns during the next site plan review.

Mr. Katzman then moved to adjourn the meeting. Ms. Capone seconded the motion, and all voted in favor. The meeting adjourned at 3:40 p.m.

Respectfully submitted,
Gertrude Mead Karris, Secretary

Laid Over Under the Rules
Ord. No. 2

November 30, 2022

To: The Honorable Mayor and City Council

From: Kenneth A. Mix, City Manager

Subject: Amending Chapter 216: Parks, Playgrounds, and Recreational Areas of the City Code – Adding Facilities, Prohibiting Camping, and Abandonment of Personal Items

This ordinance was introduced on November 21, 2022 and was laid over under the rules. At the November 7, 2022, City Council meeting Council Members requested an ordinance, which is attached, that closes Joseph M Butler, Sr. Pavilion at night.

Chapter 216 of the City Code regulates closure hours for parks, playgrounds, and recreational areas. A copy of the current chapter is attached. The general closure time is 9:00 p.m. to 6:00 a.m. with a few exceptions.

The proposed amendment adds Joseph M Butler, Sr. Pavilion to the list of Parks and Recreational Areas so that the general closure time will apply. While looking at it, it was discovered that North Star Playground is not listed so it is added to the list of Playgrounds.

“Or recreational areas” is added to paragraph B of Section 216-3 to make it clear that the closure time also applies to those areas. Bicentennial Park is removed as an exception to the closure time, so that it will apply to the pavilion in that park.

The prohibition of pitching a tent or campsite is added, with the ability to make exceptions for sanctioned events.

The amendment also states that personal belongings found unattended will be considered abandoned and subject to removal and disposal.

ORDINANCE

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Amending Chapter 216: Parks,
Playgrounds, and Recreational
Areas of the City Code – Adding
Facilities, Prohibiting Camping, and
Abandonment of Personal
Items

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 wishes to control unauthorized camping and the leaving of personal belongings and garbage in City parks, playgrounds, and recreational areas, and

WHEREAS, Joseph M. Butler, Sr. Pavilion is not listed in the City Code as a Recreational Area and is therefore not regulated as such, and

WHEREAS, North Star Playground is not listed in the City Code as a Playground and is therefore not regulated as such, and

WHEREAS, Bicentennial Park is exempted from having closing hours,

NOW THEREFORE BE IT ORDAINED by the City Council of the City of Watertown that it hereby amends Section 216-1 of the City Code by adding “Joseph M. Butler, Sr. Pavilion” to the list of “Parks and Recreation Areas” and “North Star Playground” to the list of “Playgrounds”, and

BE IT FURTHER ORDAINED that Paragraph “B” of Section 216-3 is replaced in whole to read as follows: “B. No person shall enter or remain in any park or recreational area, except John C. Thompson Park, Veterans' Memorial Riverwalk, Waterworks Park, Alex T. Duffy Fairgrounds, and Whitewater Park, from 9:00 p.m. to 6:00 a.m.”, and

BE IT FURTHER ORDAINED that a new “Section 216-6.1. Camping” is added to read as follows: “Pitching a tent or campsite is prohibited, except at sanctioned events approved by the City Manager.”, and

BE IT FURTHER ORDAINED that a new “Section 216-6.2. Personal Belongings” is added to read as follows: “Any personal belongings found unattended shall be considered to be abandoned and will be subject to removal and disposal.”, and

ORDINANCE

Page 2 of 2

Amending Chapter 216: Parks,
Playgrounds, and Recreational
Areas of the City Code – Adding
Facilities, Prohibiting Camping, and
Abandonment of Personal
Items

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 ORDAINED this amendment to the City Code 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

Staff Report

November 29, 2022

To: The Honorable Mayor and City Council

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

Subject: Amending the City of Watertown's 2019 Community Development Block Grant Annual Action Plan

On May 20, 2019, the City Council adopted the City's 2019 Community Development Block Grant (CDBG) Annual Action Plan. The plan included various projects for the 2019-2020 Fiscal Year, all of which are now complete. Three of the projects came in under budget: the Demolition of 428 Maple Avenue, the Rutland Street North Sidewalk Project and the North Side ADA Ramps Project.

The United States Department of Housing and Urban Development (HUD) requires the City of Watertown to officially amend an Annual Action Plan if the budget of a particular project changes by more than 25 percent, if the scope of a project changes significantly or if a new project is added.

The adopted Fiscal Year 2022-2023 Capital Budget proposed transferring funds from the Community Development Fund to the Capital Project Fund to pay for a portion of the Grant Street Reconstruction Project. In order to use the funds for the Grant Street Reconstruction Project, a new project will have to be added to the 2019 Annual Action Plan.

Both the Demolition of 428 Maple Avenue and the Rutland Street North Sidewalks finished under budget by approximately 35 percent. Amending the budget of those projects and adding the Grant Street Reconstruction Project will require the City to amend the 2019 Annual Action Plan.

Amending an Annual Action Plan requires several steps, including drafting a narrative that describes the amendment and making it available for the public to review during a 30-day public comment period. It also requires a public hearing.

The table below shows the original and proposed budget for each of the existing projects as well as the amount of CDBG funds proposed to be appropriated for the Grant Street Reconstruction Project:

<u>Project</u>	<u>Original Budget</u>	<u>Amendment</u>
Rutland Street North Sidewalk Project	\$240,000.00	\$156,401.00
North Side ADA Ramp Construction	\$90,000.00	\$75,809.85
Demolition of 428 Maple Avenue	\$40,000.00	\$26,109.60
Owner-Occupied Housing Rehab Program	\$250,000.00	\$250,000.00
Homebuyer Program	\$88,077.00	\$88,077.00
NDC Housing Program	\$40,000.00	\$40,000.00
Point-In-Time Outreach & Education Initiative	\$9,000.00	\$9,000.00
Analysis of Impediments to Fair Housing	\$15,000.00	\$15,000.00
WCSD Food 4 Families Program	\$6,000.00	\$6,000.00
Planning – Zoning Ordinance Update Phase 1	\$75,000.00	\$75,000.00
Program Administration	\$60,000.00	\$60,000.00
Grant Street Reconstruction Project	\$0.00	\$111,679.55
Total	\$913,077.00	\$913,077.00

If the City Council concurs with the proposed changes and would like to begin the formal amendment process, Staff recommends that the City Council schedule a public hearing for **Tuesday, January 3, 2023, at 7:15 p.m.** to hear public comment on the proposed amendment to the City's 2019 CDBG Annual Action Plan.