



**INTEROFFICE MEMO
PLANNING AND COMMUNITY
DEVELOPMENT DEPARTMENT**

DATE: December 4, 2025

TO: James Corriveau, ZBA Chairperson

FROM: Geoffrey Urda, Senior Planner

SUBJECT: 848 Coffeen Street
Parcel Number 8-21-311.000
Zoning – Neighborhood Mixed Use
Petition for a Use Variance to allow a Marijuana Dispensary, Retail use
File #611

UPDATE (December 4, 2025): At the November 12, 2025, Zoning Board of Appeals meeting, the applicant presented a significant amount of new materials, which led the board to adjourn the public hearing for four weeks to provide adequate time for board members to review the additional information. On December 2, 2025, the applicant submitted a 21-page document that attempts to clarify (and in some cases, correct) information provided at the November 12, 2025, meeting.

This newest submission also extensively examines the finances and return on fair market value for five operating scenarios for the existing two-unit dwelling (“duplex”) use. The applicant also included a written snow removal estimate after reaching out to local snow removal contractors.

UPDATE (November 7, 2025): At the October 15, 2025, Zoning Board of Appeals meeting, the board requested additional information regarding the “No Reasonable Return” hardship test. The applicant subsequently submitted revised financial projections that he posits are more conservative for the board members’ consideration.

The applicant has also submitted new material that elaborates on the expenditures and revenue for the current use (Two-Unit Dwelling) and evaluates five combined proration and utility payment scenarios.

Finally, the applicant has submitted a further analysis of the dimensions and built characteristics of the subject parcel compared to other NMU-zoned parcels on Coffeen Street and elsewhere. The applicant’s intent with these additional materials is to address the hardship test that requires the applicant to prove that a hardship is unique to the subject parcel and does not apply to a substantial portion of the district or neighborhood.

----- ORIGINAL TEXT FROM OCTOBER 3, 2025 MEMO -----

This petition, presented by Michael Sboro, is for a Use Variance to allow a Marijuana Dispensary, Retail use in a Neighborhood Mixed Use (UMU) District. According to the Use Table contained in Section 310-18 of the City Zoning Ordinance, a Marijuana Dispensary, Retail use is only allowed in the Commercial District.

The current use/occupancy status is currently unclear to Planning and Code Enforcement Staff. However, materials submitted by the applicant as part of Exhibit E indicate that the applicant is actively paying National Grid bills, as well as municipal water and sewer bills for utility service on the site and the applicant is actively collecting rent for at least part of the building. The applicant shall be prepared to clarify the existing use/occupancy of the building to the Zoning Board of Appeals.

The site was previously occupied by Sassy's Hair Salon, which occupied the building from approximately 2004 – 2010, after which Sassy's relocated across the street to 843 Coffeen Street, where it remains today.

The subject parcel bounds other NMU parcels on either side and to the rear. While the majority of Coffeen Street is also zoned NMU, there are three parcels in the vicinity zoned Parks & Open Space (Kostyk Field, Jefferson County Fairgrounds, Watertown Municipal Arena). There is also a lone Residentially zoned parcel across Coffeen Street from the subject parcel.

This Variance Request constitutes an Unlisted Action and requires the ZBA to complete Part 2 of the SEQR Short EAF.

cc: Michael Sboro
Dana Aikins, City Code Enforcement Supervisor
Tiffany Ponce, Court Reporter
ZBA Members
File



Use Variance Application #611
848 Coffeen Street, Watertown, NY
(Parcel 8-21-311.000)

December 10, 2025

PREPARED FOR

City of Watertown Zoning Board of Appeals
245 Washington Street, Watertown, NY 13601

Prepared by:

Bud Bound Ventures, LLC



Board Submission – Removal of Prior Dispensary Pro Formas

ZBA Case #611 – 848 Coffeen Street

Submitted: December 10, 2025

To the Members of the Zoning Board of Appeals:

I am respectfully submitting this notice to withdraw **all previously submitted versions of Exhibit C – Dispensary Pro Forma** from the record for ZBA Case #611. This includes **pages 4, 5, and 6** of the November 12, 2025 paper packet, as well as **pages 19 and 20** from that same packet. The dispensary pro forma was also included in the original October 15 submission, and I have already requested that those earlier versions be removed as well.

After reviewing the questions and feedback from the October 15 and November 12 meetings, I realized that the dispensary pro forma was not necessary for the hardship portion of this application. It was originally included only to offer general context, but the permitted-use pro formas and the baseline annual expense documentation already provide the financial information relevant to the Board's review.

To avoid any confusion and to help keep the record focused on the materials that relate directly to the variance criteria, I am withdrawing the dispensary pro forma entirely. All hardship evidence remains unchanged, and this withdrawal does not affect any of the required financial information for the permitted uses in the district.

Thank you for including this clarification in the case file.

Respectfully submitted,

Michael Sboro

Bud Bound Ventures, LLC

Additional Clarification for the Zoning Board of Appeals — Operating Costs & Scenario Review

As a follow-up to the Board's questions on October 15 and the email exchanges on October 22, I want to clarify how the operating-cost scenarios were evaluated and why the financial outcomes remain consistent across all models.

The Board asked whether the property could turn a profit by reducing snow removal, lowering operating costs, or shifting utilities to tenants. Each of these scenarios was modeled in detail using **the same verified 12-month bills** already provided, and the results are shown in the Combined Proration & Utility Scenarios Table.

Scenario Review Reference

The full review of these scenarios has already been provided.

For reference, it appears on **pages 15 and 16** of the paper packet submitted on **November 12**, and these same materials were included in the email submissions sent on **November 6**.

Nothing new has been added other than the noted correction and a clearer breakdown of how each scenario was calculated.

Correction Noted

There was one correction made since the November 12 submission:

The aggressive model previously omitted roof amortization, which has now been added back into the expense totals.

No new financial information or new revenue assumptions have been added for the December 10 meeting. This submission simply provides clearer breakdowns showing where each number came from.

Owner's Position

Sboro Enterprises LLC, the property owner, believes that a complete and transparent record has now been provided.

Each hardship test has been supported with:

- **Financial outcomes** for every scenario the Board has asked about
- **Written explanations** showing how each figure was derived
- **Supporting exhibits**, including photos and documentation, wherever helpful

This packet is intended to give the Board a clear and comprehensive understanding of how the property performs under every realistic permitted-use condition.

New Item Provided — Snow Removal Quotation

Although not requested by the Board, we independently contacted local snow-removal companies to compare pricing with the invoices already submitted. Three companies were contacted:

- One did not return calls over a three-week period
 - One evaluated the property but could not complete the estimate before the December 2 deadline
 - One provided a written estimate, included in this packet:
- **848 Coffeen Street Parcel:** [REDACTED]
 - **836 Coffeen Street Parcel:** [REDACTED]

These independent estimates closely align with prior invoices and support the accuracy and reasonableness of the snow-removal costs used in all financial scenarios.

Pages 17–20

Snow Removal Estimate

Packet Breakdown — December 10th Submission

This packet has been organized to give the Board a clear and structured review of every financial scenario that has been discussed over the past two meetings, including the corrected Combined Proration & Utility Scenario Table and detailed breakdowns of each model. The goal is to ensure transparency, clarity, and an easy-to-follow progression from the table to the individual explanations.

Page 5

Exhibit D: Dec 10th Combined Proration & Utility Scenario Table

Following this table, each scenario is broken down in detail on its own page(s) for clarity, showing exactly how each number was derived.

Pages 6–7

Actual

Pages 8–9

Full Occupancy

██████ (2 units @ █████ owner pays utils)

Pages 10–11

Prorated Snow

██████████ (30% of total) + owner-paid utils

Pages 12–14

Tenant-Paid Utilities

██████████ (2 @ ██████████, partial tenant paid)

Pages 15–16

Aggressive Model

██████████ (2 @ ██████████ tenant pays all)

Pages 17–20

Snow Removal Estimate

Page 21

Conclusion & Final Applicant Statement

4) Operating Costs High; Can you cut (Snow, Utilities) Combined Proration & Utility Scenarios Table Explanation of the Corrected Aggressive Model

Exhibit D: Dec 10th- Combined Proration & Utility Scenario Table

Scenario Description	Snow Cost Applied to 848	Utility Model	Total Expenses (\$)	NOI (\$)	Return on FMV	Notes
Actual [REDACTED] (1 unit @ [REDACTED], owner pays utils, full snow)	[REDACTED] (100%)	Owner-paid	[REDACTED]	[REDACTED]	-13.8%	Verified 12-month actuals
Full Occupancy \$[REDACTED] (2 units @ [REDACTED], owner pays utils)	[REDACTED] (100%)	Owner-paid	[REDACTED]	[REDACTED]	-10.3%	Reflects added utility load
Prorated Snow [REDACTED] (30% of total) + owner-paid utils	[REDACTED] (30%)	Owner-paid	[REDACTED]	[REDACTED]	-9.1%	Fair allocation if shared use
Tenant-Paid Utilities [REDACTED] (2 @ [REDACTED], partial tenant paid)	[REDACTED] (30%)	Partial tenant	[REDACTED]	[REDACTED]	-2.0%	Most realistic "best case"
Aggressive Model \$[REDACTED] (2 @ \$[REDACTED], tenant pays all)	[REDACTED] (10%)	Tenant-paid	[REDACTED] (Corrected includes roof amortization)	[REDACTED]	+14.9%	Unrealistic; requires full metering retrofit & 100% occupancy

Explanation of the Corrected Aggressive Model

The corrected [REDACTED] total now includes all unavoidable owner expenses:

- Property taxes – [REDACTED]
- Insurance – [REDACTED]
- Roof amortization – [REDACTED]
- Minimal snow allocation (905 sq ft) – [REDACTED]

New Total: [REDACTED] (correct)

Previously: [REDACTED] (omitted roof cost)

This correction **does not change** any other scenario in the table.

4) Operating Costs High; Can you cut (Snow, Utilities) Combined Proration & Utility Scenarios
Table Explanation for Actual [REDACTED] (1 unit @ \$[REDACTED], owner pays utils, full snow)

Scenario Description	Snow Cost Applied to 848	Utility Model	Total Expenses (\$)	NOI (\$)	Return on FMV [REDACTED]	Notes
Actual [REDACTED] (1 unit @ [REDACTED], owner pays utils, full snow)	[REDACTED] (100%)	Owner-paid	[REDACTED]	[REDACTED]	-13.8%	Verified 12-month actuals

Behind the Numbers – How This Scenario Was Calculated

This scenario reflects the real, current operating conditions of the property based on actual 12-month documentation already submitted to the board.

Revenue Calculation: The property currently has one occupied unit, rented at [REDACTED]/month.

$$[REDACTED] \times 12 = [REDACTED]$$

Revenue: [REDACTED]

Expense Calculation: This scenario uses the full, actual, verified expenses from receipts and bills:

Taxes: [REDACTED]

Insurance: [REDACTED]

Utilities (owner-paid): [REDACTED]

Maintenance + Roof Amortization: [REDACTED]

Snow Removal (100% of 9,200 sq ft): [REDACTED]

Total Expenses: [REDACTED]

Net Operating Income (NOI): NOI = Revenue – Expenses

████████████████████

NOI: ██████████

Return on Full Market Value: (FMV = ██████████)

$$\frac{\text{██████████}}{\text{██████████}} \times 100 = -13.8\%$$

What This Scenario Shows

- This is the real, actual condition of the parcel today.
- With only one unit occupied and all utilities owner-paid, the property generates a annual loss.
- This scenario establishes the baseline for hardship analysis and confirms that the property cannot achieve a reasonable return under its current, permitted residential use.

4) Operating Costs High; Can you cut (Snow, Utilities) Combined Proration & Utility Scenarios

Table Explanation for **Full Occupancy** (2 units @ , owner pays utils)

Scenario Description	Snow Cost Applied to 848	Utility Model	Total Expenses (\$)	NOI (\$)	Return on FMV	Notes
Full Occupancy						
(2 units @ , owner pays utils)	(100%)	Owner-paid				Reflects added utility load

Behind the Numbers – How This Scenario Was Calculated

This scenario assumes both residential units are fully occupied at the same rent level currently charged (\$800). All utilities continue to be paid by the owner.

Revenue Calculation: With **Full occupancy** (2 units @ , owner pays utils)

2 units × = per month

× 12 =

Revenue:

Expense Calculation: This scenario begins with the same baseline expenses as the Actual Scenario , because utilities remain owner-paid. However, two households use more utilities than one.

To reflect realistic full-occupancy consumption:

- A utility load adjustment of approximately is added
- This reflects increased electric, gas, and water usage typical for duplexes in Watertown

Total Expenses:

Net Operating Income (NOI): $\text{NOI} = \text{Revenue} - \text{Expenses}$

$$\blacksquare - \blacksquare = \blacksquare$$

NOI = -\$13,800

Return on Full Market Value: $(\text{FMV} = \blacksquare)$

$$\frac{\blacksquare}{\blacksquare} \times 100 = -10.3\%$$

What This Scenario Shows

- Even with both units fully occupied, the property still operates at a loss.
- The increased utility demand under full occupancy raises expenses.
- This confirms that simply filling both units does not enable the property to achieve a reasonable return under its permitted residential use.

4) Operating Costs High; Can you cut (Snow, Utilities) Combined Proration & Utility Scenarios

Table Explanation for Prorated Snow (30% of total) + owner-paid utils

Scenario Description	Snow Cost Applied to 848	Utility Model	Total Expenses (\$)	NOI (\$)	Return on FMV	Notes
<u>Prorated Snow</u> (30% of total) + owner-paid utils	(30%)	Owner-paid			-9.1%	Fair allocation if shared use

Behind the Numbers – How This Scenario Was Calculated

This scenario tests whether the property could improve financially if snow removal costs were reduced by assigning only a proportional share (30%) of the total plowing cost to 848 Coffeen Street — while all utilities remain owner-paid, and occupancy remains at one unit.

Revenue Calculation: Occupancy stays the same as the Actual Scenario: 1 unit × /month

$$\times 12 =$$

Revenue:

Expense Calculation: Start with the original baseline expenses (Actual Scenario):
This total includes the full snow cost of .

Step 1 — Subtract full snow cost

Step 2 — Add back only 30% of snow cost
30% of

Step 3 – Add both together

Total Expenses =

No other categories change, because this scenario tests only the snow-cost allocation question.

Net Operating Income (NOI): $\text{NOI} = \text{Revenue} - \text{Expenses}$

████████████████████

NOI: ██████████

Return on Full Market Value (FMV = ██████████)

$$\frac{\text{██████████}}{\text{██████████}} \times 100 = -9.1\%$$

What This Scenario Shows

- Even if we assign only 30% of the snow cost to the parcel — essentially the most generous, pro-applicant allocation possible — the property still produces an annual loss.
- This disproves the idea that snow cost alone is causing the hardship.
- Reducing snow burden by 70% still fails to move the property near a reasonable return.
- This shows the financial problem is structural, not a matter of one inflated expense line.

4) Operating Costs High; Can you cut (Snow, Utilities) Combined Proration & Utility ScenariosTable Explanation **Tenant-Paid Utilities** (2 @ partial tenant paid)

Scenario Description	Snow Cost Applied to 848	Utility Model	Total Expenses (\$)	NOI (\$)	Return on FMV	Notes
Tenant-Paid Utilities (2 @ partial tenant paid)	(30%)	Partial tenant			-2.0%	Most realistic "best case"

Behind the Numbers – How This Scenario Was Calculated

This scenario models a best-case permitted-use outcome:

- Both units rented at , a realistic market rate (Est.)
- Tenants pay partial utilities
- Owner continues to pay shared-system utilities because the building is single-metered
- Only 30% snow is assigned to 848
- A required metering upgrade (Est.) is included, since the building cannot function as a true tenant-paid configuration without separate meters
- Full occupancy increases building wear, use of systems, and mechanical cycling

This scenario tests whether the property could reach a reasonable return under the most favorable realistic conditions.

Revenue Calculation:

per month

× 12 =

Revenue:

Expense Calculation:**Start With Baseline Expenses**

Baseline Expenses =

Subtract Utilities (tenant now pays their portion)

Subtract Full Snow

████████████████████

Add Back a 30% share of snow: 30% = ██████████

████████████████████

At this point, the expense subtotal includes: ██████████

- Taxes
- Insurance
- Roof amortization
- 30% snow
- No utilities
- No metering upgrade
- No shared-system usage
- No full-occupancy wear

Add Combined Shared-System Utilities + Full-Occupancy Maintenance (Est.) ██████████

Because the building is single-metered and fully occupied, the owner must still cover several operating costs that remain even when tenants pay their own usage. These include:

- Common-area electric
- Furnace/blower electrical load
- Mechanical base loads (fans, igniters, pumps, etc.)
- Security system monitoring
- Heating and lighting the shared basement, which is used for laundry, storage, and mechanical equipment
- Plumbing wear from two households
- Mechanical cycling and equipment usage
- Repairs & replacements
- Appliance and fixture stress
- General wear-and-tear associated with full occupancy

These unavoidable shared-system utilities and full-occupancy maintenance pressures are grouped into a modest, realistic combined adjustment (Est.):

████████████████████

Add Required Metering Upgrade (Est.) [REDACTED]

A true tenant-paid utility configuration requires splitting:

- Electric meters
- Water/sewer meters
- Gas supply and metering
- Rewiring, plumbing, inspection, and permitting

Typical total cost ranges from [REDACTED] (Est.)

A conservative point chosen here: [REDACTED].

Rounded Total Expenses = [REDACTED]

Net Operating Income (NOI): NOI = Revenue – Expenses

[REDACTED]

Return on Full Market Value: (FMV = [REDACTED])

$$\frac{[REDACTED]}{[REDACTED]} \times 100 = -2.0\%$$

What This Scenario Shows

Even assuming:

- Full occupancy
- Strong market rent
- Tenants covering their own utilities where feasible
- Only 30% snow is attributed to this parcel
- Modest adjustments for shared-system loads and full-occupancy maintenance (Est.)
- Required metering upgrades (Est.)

The property still produces a negative NOI and only a –2.0% return, far below a reasonable return threshold. This demonstrates that even the most favorable realistic scenario cannot make the permitted residential use economically viable.

4) Operating Costs High; Can you cut (Snow, Utilities) Combined Proration & Utility Scenarios

Table Explanation of the Corrected Aggressive Model (2 @ \$ tenant pays all)

Scenario Description	Snow Cost Applied to 848	Utility Model	Total Expenses (\$)	NOI (\$)	Return on FMV ()	Notes
<u>Aggressive Model</u> (2 @ \$ tenant pays all)	(10%)	Tenant-paid	(Corrected includes roof amortization)		+14.9%	Unrealistic; requires full metering retrofit & 100% occupancy

Purpose of This Scenario

This scenario is included only because a Board member asked whether the property could show a profit under an extreme set of assumptions. It is not a realistic, code-compliant, or attainable operating model for this parcel.

What the Scenario Represents

The Aggressive Model reflects a **theoretical minimum-expense calculation**, where almost every owner obligation is removed. This is not how a single-metered, two-unit residential property can legally or physically operate.

It exists **only** to show how far the assumptions would have to be stretched before the property begins to show a profit.

Why This Scenario Cannot Occur in Real Use

- The building is **single-metered**, so tenants cannot truly “pay all utilities.”
- Shared-system mechanical loads (blower, ignition systems, pumps, security, etc.) cannot be removed.
- Maintenance cannot be reduced to near-zero.
- A 10% snow allocation is not supported by the site plan or safety needs.
- Full occupancy at premium rent is not guaranteed or typical for the market.
- No vacancy, turnover, or repair-free operation is possible in real-world conditions.

Important Clarification

This model is **not** presented as a viable or permitted way to operate the property. It is simply the mathematical “outer limit” of what would be required to show a profit — and those requirements cannot be met in practice.

Bottom Line

Even the only scenario that shows a positive return is one that **cannot occur** under real, legal, or safe residential use of the property.

This reinforces that the inability to achieve a reasonable return is **not self-created**, but inherent in the building’s configuration, utility setup, and permitted use limitations.

SNOW REMOVAL SERVICE CONTRACT

1. **THE PARTIES.** This Snow Removal Service Contract ("Agreement") is made on November 15, 2025, by and between:

Contractor: RPM Landscaping and General Maintenance with a mailing address of [REDACTED] ("Contractor"), and

Client: [REDACTED] with a mailing address of [REDACTED] ("Client").

Contractor and Client are each referred to herein as a "Party" and, collectively, as the "Parties" agree to the following:

2. **THE PROPERTY.** The service provided under this Agreement shall be provided at the following address: [REDACTED].

3. **TERM OF AGREEMENT.** The term of this Agreement shall start on 11/15/2025, and terminate: (check one)

☐ - At-Will. Written notice of at least _____ day(s) by either Party.

☒ - End Date. On the end date of 4/1/2026.

☐ - Other. _____.

4. **SNOW REMOVAL.** The Contractor agrees to provide snow removal, plowing, and shoveling service to the following areas: (check all that apply)

☒ - Driveways

☒ - Parking Lots

☒ - Walkways

☐ - Rooftops

☒ - Other: pushing back snow with a loader.

5. **DE-ICING.** The Contractor agrees to provide: (check one)

☐ - No De-Icing Services.

☒ - De-Icing Services. De-icing shall be provided to: (check all that apply)

☒ - Driveways

☒ - Parking Lots

☒ - Walkways

☐ - Rooftops

☐ - Other. _____.

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"De-icing Services" include the application of salt or equivalent materials to prevent ice accumulation. This service, if provided, will be performed promptly following snow removal, or as conditions necessitate, to ensure safe passage. Costs for de-icing services are included in the Compensation, unless otherwise specified.

6. **SNOW EVENT TRIGGER.** The Contractor shall provide its snow removal and de-icing services when specifically requested by the Client and with: (check one)

☐ - No Snow Event Trigger.

☒ - **Snow Event Trigger.** If there is any snow accumulation that reaches a minimum of 2 inches in a 24-hour period, the Contractor agrees to provide its services ("Snow Event").

7. **COMPENSATION.** The Client agrees to pay the Contractor: (check one)

☐ - **Per Snow Event.** \$ _____ for each occurrence.

☐ - **On an Hourly Rate.** \$ _____ / Hour when performing services.

☐ - **On a Recurring Basis.** Contractor is paid on a: (check one)

☐ - Weekly Basis.

☐ - Bi-Weekly Basis.

☐ - Monthly Basis.

☒ - **Other.** 848 Coffeen Street is a lump sum of _____.

Hereinafter known as the Compensation. If the Contractor is selected to be paid per Snow Event or on an hourly basis, the Client shall be issued an invoice that is required to be paid within 30 days of receipt. If the Contractor is selected to be paid on a recurring basis, this amount shall be paid by the Client no matter the number of Snow Events that occur.

8. **RETAINER.** The Client is: (check one)

☐ - **No Retainer Required.** The Client is not required to pay a retainer before the Contractor is able to commence their services.

☒ - **Retainer Required.** The Client is required to pay a retainer in the amount of \$ _____ as an advance on future services that is refundable in the event the Contractor's services are not provided.

9. **CLIENT'S INSPECTION.** Any Compensation shall be subject to the Client inspecting the completed Services of the Contractor. If any of the services performed by the Contractor pursuant to this Agreement are defective or incomplete, the Client shall have the right to notify the Contractor, at which time the Contractor shall promptly correct such work within a reasonable time.

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10. **LIABILITY AND INSURANCE.** The Contractor shall maintain comprehensive general liability insurance and shall provide proof of insurance to Client upon request.
- a.) Contractor's Release. Contractor shall not be liable for any damage due to acts of God, unforeseen weather conditions, or circumstances beyond Contractor's reasonable control.
 - b.) Client's Release. Client shall not be liable for any injury to the Contractor or their employees, subcontractors, or agents, in addition to any damage to the Contractor's property while performing services on behalf of the Client.
11. **TAXES.** Contractor shall pay and be solely responsible for all withholdings, including, but not limited to, Social Security, State unemployment, State and Federal income taxes, and any other obligations. In addition, Contractor shall pay all applicable sales or use taxes on the labor provided and materials furnished or otherwise required by law in connection with the Service performed.
12. **INDEPENDENT CONTRACTOR STATUS.** Contractor acknowledges that he/she/they are an independent contractor and not an agent, partner, joint venture, or an employee of the Client. Contractor shall have no authority to bind or otherwise obligate the Client in any manner, nor shall the Contractor represent to anyone that it has a right to do so. Contractor further agrees that in the event the Client suffers any loss or damage as a result of a violation of this provision, the Contractor shall indemnify and hold harmless the Client from any such loss or damage.
13. **SAFETY.** Contractor shall, at his/her/their own expense, be solely responsible for protecting its employees, sub-contractors, material suppliers, and all other persons from the risk of death, injury, or bodily harm arising from or in any way related to the Service or the site where it is being performed. In addition, Contractor agrees to act in accordance with the rules and regulations administered by federal law and OSHA. Contractor shall be solely responsible and liable for any penalties, fines, or fees incurred.
14. **ALCOHOL AND DRUGS.** Contractor agrees that the presence of alcohol and drugs are prohibited when performing services of any type. If the Contractor or any of their agents, employees, or subcontractors are determined to be present or with alcohol or drugs in their possession, this Agreement shall terminate immediately, and any retainer paid to be returned to the Client.
15. **DEFAULT.** In the event of default under this Agreement, the defaulted Party shall reimburse the non-defaulting Party or Parties for all costs and expenses reasonably incurred by the non-defaulting Party or Parties in connection with the default, including, without limitation, attorney's fees. Additionally, in the event a suit or action is filed to enforce this Agreement or with respect to this Agreement, the prevailing Party or Parties shall be reimbursed by the other Party for all costs

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and expenses incurred in connection with the suit or action, including, without limitation, reasonable attorney's fees at the trial level and on appeal.

16. **GOVERNING LAW.** This Agreement shall be governed by and shall be construed in accordance with the laws in the State the Property is located. Contractor shall, while providing the Snow Removal Service, comply with the policies, standards, and regulations of the Client, including local, State, and Federal laws, to the best of their abilities.
17. **SEVERABILITY.** If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.
18. **ADDITIONAL TERMS.**

Both quotes include hauling snow off site as needed.
19. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the Parties to its subject matter and supersedes all prior contemporaneous agreements, representations, and understandings of the Parties. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing by all Parties.

Client Signature: _____ Date: _____
 Print Name: _____

Contractor Signature: _____ Date: 11/15/25
 Print Name: _____

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Conclusion & Final Applicant Statement

Based on all the information submitted on October 15, November 12, and in preparation for the **December 10th** meeting, the applicant respectfully believes that the Board now has a complete and transparent record to evaluate **all four hardship tests**. Every scenario the Board inquired about has been presented with supporting documentation, corrected where necessary, and reorganized for clearer review. No new financial information has been added—only clarified and properly referenced.

Sboro Enterprises LLC, the owner of 848 Coffeen Street, is confident that the materials provided demonstrate that:

- the property cannot achieve a reasonable return under permitted residential use,
- the hardship is not self-created,
- the hardship is unique to this parcel and building configuration, and
- the proposed use will not alter the essential character of the surrounding neighborhood.

For these reasons, we respectfully request **approval of the use variance** based on the full record now before the Board.

I do not plan to speak at length during the hearing, as every question and scenario raised by the Board has already been addressed in the written materials. I am available for any specific clarifications if needed, but I believe this packet represents the clearest, most complete explanation of the property's circumstances.

Thank you for your time, consideration, and continued attention to this application.

Michael Sboro

Bud Bound Ventures, LLC