

**CITY OF WATERTOWN, NEW YORK
AGENDA**

This shall serve as notice that the next regularly scheduled meeting of the City Council will be held on Monday, April 19, 2010, 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 - Reappointment to the Transportation Commission – Roberta Hagerty
- Resolution No. 2 - Reappointment to the Transportation Commission – Mary Kinne
- Resolution No. 3 - Reappointment to the Transportation Commission – Suzanne Morrow
- Resolution No. 4 - Reappointment to the Transportation Commission – Helen Wilson
- Resolution No. 5 - Approving Amendment to Grant Disbursement Agreement With Empire State Development Corporation for the RESTORE NY Grant for the Franklin Building
- Resolution No. 6 - Approving Contract for Use of Buildings and Grounds, Disabled Persons Action Organization
- Resolution No. 7 - Approving Contract for Use of Buildings and Grounds, Watertown City School District
- Resolution No. 8 - Accepting Bid for Basketball Court Lighting System at Bicentennial Park, City Electric

- Resolution No. 9 - Authorizing Sale of Real Property, Known as 63 Huntington Street to Daniel P. Olney, 195 Haviland Park, Rochester, NY 14616
- Resolution No. 10 - Authorizing Sale of Real Property, Known as 1017 Huntington Street to Bruce Halloran, 128 Pine Drive, Black River, NY 13612
- Resolution No. 11 - Approving Re-Adoption of Fiscal Years 2009-10 through 2013-14 Capital Budget
- Resolution No. 12 - Readopting 2009-10 Sewer Fund Budget, City of Watertown, New York
- Resolution No. 13 - Authorizing Standard Federal Aid Highway and Marchiselli Aid Project Agreement, Factory Street Reconstruction, PIN 775315; D032467, Preliminary Engineering and Right of Way Incidentals
- Resolution No. 14 - Approving Employment Agreement Between the City of Watertown and Donna M. Dutton, City Clerk
- Resolution No. 15 - Approving Employment Agreement Between the City of Watertown and Mary M. Corriveau, City Manager
- Resolution No. 16 - Finding that the Approval of the Zone Change Application of Ryan Churchill of GYMO, P.C. on behalf of Patrick Donegan of Millennium Development, to Amend the Approved Plan and Allowed Signage Schedule for Planned Development District # 23 and the Subsequent Construction of Phases 2 & 3 of the Watertown City Center Plaza Project Will Not Have A Significant Impact on the Environment
- Resolution No. 17 - Finding That Local Law No. 1 of 2010 Adding Florelle Tissue LLC as a Regionally Significant Project in the Empire Zone Will Not Have a Significant Negative Impact on the Environment
- Resolution No. 18 - Approving the Site Plan for the Construction of an 88,044 Square Feet, Four-Story, 132-Unit Hilton Garden Inn Located at 1290 Arsenal Street, Parcels Nos. 8-53-102.001, 8-53-103.100, 8-53-106.100 and 8-53-114

ORDINANCES

LOCAL LAW

PUBLIC HEARING

7:30 p.m. - Approving the Zone Amendment Request Submitted by Ryan Churchill of GYMO P.C. on Behalf of Patrick Donegan of Millennium Development to Amend Planned Development District No. 23, Parcels Nos. 8-53-102.001, 8-53-103.100, 8-53-106.100, 8-53-107, 8-53-108.100, 8-53-110, and 8-53-114

Ordinance - Approving the Zone Amendment Request Submitted by Ryan Churchill of GYMO, P.C. on behalf of Patrick Donegan of Millennium Development, to amend Planned Development District No. 23, Parcels Nos. 8-53-102.001, 8-53-103.100, 8-53-106.100, 8-53-107, 8-53-108.100, 8-53-110, and 8-53-114

7:30 p.m. Amending Local Law No. 1 of 1994 as Amended by Local Law No. 6 of 1995, Local Law No. 1 of 2001, Local Law No. 1 of 2003, Local Law No. 7 of 2005 and Local Law No. 14 of 2005, Revising the Designated Boundaries of the Watertown Empire Zone

Local Law No. 1 of 2010 - Amending Local Law No. 1 of 1994 as Amended by Local Law No. 6 of 1995, Local Law No. 1 of 2001, Local Law No. 1 of 2003, Local Law No. 7 of 2005, and Local Law No. 14 of 2005, Revising the Designated Boundaries of the Watertown Empire Zone

OLD BUSINESS

STAFF REPORTS

1. Upcoming Debt Issue
2. Sales Tax Revenue Update – March 2010
3. Quarterly Financial Report

NEW BUSINESS

EXECUTIVE SESSION

WORK SESSION

ADJOURNMENT

NEXT REGULARLY SCHEDULED CITY COUNCIL MEETING IS MONDAY, MAY 3, 2010.

Res Nos. 1, 2, 3, and 4

April 8, 2010

To: The Honorable Mayor and City Council
From: Mary M. Corriveau, City Manager
Subject: Reappointments to the Transportation Commission

The terms of the following individuals on the Transportation Commission expired on April 1, 2010, and all have expressed an interest in being reappointed:

Roberta Hagerty
Mary Kinne
Suzanne Morrow
Helen Wilson

Attached for City Council consideration are resolutions reappointing them to a 3-year term, such term expiring on April 1, 2013.

RESOLUTION

Page 1 of 1

Reappointment to the Transportation
Commission – Roberta Hagerty

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

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Introduced by

RESOLVED that the following individual is reappointed to the Transportation Commission for a three-year term, such term expiring on April 1, 2013:

Roberta Hagerty
142 Francis Street
Watertown, New York 13601

Seconded by

RESOLUTION

Page 1 of 1

Reappointment to the Transportation
Commission – Mary Kinne

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

Total

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Introduced by

RESOLVED that the following individual is reappointed to the Transportation Commission for a three-year term, such term expiring on April 1, 2013:

Mary Kinne
 114 California Avenue
 Watertown, New York 13601

Seconded by

RESOLUTION

Page 1 of 1

Reappointment to the Transportation
Commission – Suzanne Morrow

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

RESOLVED that the following individual is reappointed to the Transportation Commission for a three-year term, such term expiring on April 1, 2013:

Suzanne Morrow
142 Mechanic Street, Apt. 102
Watertown, New York 13601

Seconded by

RESOLUTION

Page 1 of 1

Reappointment to the Transportation
Commission – Helen Wilson

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

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Introduced by

RESOLVED that the following individual is reappointed to the Transportation Commission for a three-year term, such term expiring on April 1, 2013:

Helen Wilson
336 West Main Street, Apt. 422
Watertown, New York 13601

Seconded by

Res No. 5

April 13, 2010

To: The Honorable Mayor and City Council

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

Subject: Approving a Grant Disbursement Agreement Amendment With Empire State Development Corporation for the RESTORE NY Grant for the Franklin Building

The Empire State Development Corporation (ESDC) has proposed an Amendment to the Grant Disbursement Agreement for the RESTORE NY Grant that was received for the Franklin Building project. The City Council approved the original Grant Disbursement Agreement on July 21, 2008.

The proposed amendment is language that ESDC's bond counsel is requiring them to add to all of their applicable agreements. The language says that the City of Watertown will use the ESDC funds only for authorized capital purposes and not for operating or other working capital purposes. The City Council approved the same amendment for the Riverview Plaza Project in March.

A resolution approving the amendment has been prepared for City Council consideration.

RESOLUTION

Page 1 of 1

Approving Amendment to Grant Disbursement Agreement With Empire State Development Corporation for the RESTORE NY Grant for the Franklin Building

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

Total

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Introduced by

WHEREAS by Resolution adopted July 21, 2008, the City Council approved the Grant Disbursement Agreement with Empire State Development Corporation for the RESTORE NY Grant for the Franklin Building Project, and

WHEREAS Empire State Development Corporation is proposing an Amendment to the Grant Disbursement Agreement with language that is being required by its bond counsel, a copy of which is attached and made part of this Resolution,

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Watertown, New York, that it hereby approves the Grant Disbursement Agreement Amendment as proposed by Empire State Development Corporation, and

BE IT FURTHER RESOLVED that the Mayor, Jeffrey E. Graham, is hereby authorized and directed to execute the Grant Disbursement Agreement Amendment.

Seconded by

GRANT DISBURSEMENT AGREEMENT AMENDMENT by and between the New York State Urban Development Corporation d/b/a the Empire State Development Corporation ("ESDC") and City of Watertown (the "Grantee").

ESDC and the Grantee have entered into a Grant Disbursement Agreement with respect to the Project described below and desire to amend such agreement on the following terms:

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|----------------------------|-------------------------------------|
| PROJECT NAME: | Watertown-RESTORE-Franklin Building |
| PROJECT NUMBER: | V014 |
| GRANT AMOUNT: | \$1,550,000 |
| ESDC APPROVAL DATE: | May 22, 2008 |
| PACB APPROVAL DATE: | June 18, 2008 |

Additional terms and conditions, if any, are set forth in Attachment A.

All other terms and conditions of the Grant Disbursement Agreement, except as modified herein, shall remain in full force and effect.

This agreement is entered into as of the latest date written below:

NEW YORK STATE URBAN DEVELOPMENT CORPORATION
d/b/a EMPIRE STATE DEVELOPMENT CORPORATION



(Signature) Douglas Wehrle, Senior Vice President, Loans and Grants (date) APRIL 2, 2010

City of Watertown

(Signature) (date)

(Printed name and title)

Attachment A

Contents

Additional Conditions: The following has been added to Section 7 - Representations, Warranties and Covenants:

Grantee will use ESDC grant funds, and submit payment requisitions, exclusively for eligible expenses related to capital works or purposes in accordance with IRS rules and regulations relating to ESDC's bonds and in accordance with the New York Debt Reform Act. Grantee acknowledges that grant funds must be used solely for authorized capital purposes and not for operating expenses or other working capital items or non-capital purposes, irrespective of whether the funds are still used for the benefit of the Project. Grantee acknowledges that the consequences of breaching this covenant could result in violations of state law and/or large bond issuances being treated as taxable instead of tax exempt for federal and state tax purposes, loss of certain federal subsidies to the state, adverse ratings changes for such bonds, and disproportionate negative financial consequences to the state and bondholders. Grantee recognizes its financial obligations, risks and liabilities for breach of this covenant. ESDC may, from time to time, request information from Grantee to confirm its compliance with this covenant and Grantee acknowledges its obligation under Section 8 (a) (ii) of the GDA to provide information upon request to ESDC.

Res No. 6

April 14, 2010

To: The Honorable Mayor and City Council

From: Mary M. Corriveau, City Manager

Subject: Contract for Use of Buildings and Grounds, Disabled Persons Action Organization

Attached for City Council consideration is a resolution that authorizes the City of Watertown to enter into an Agreement with Disabled Persons Action Organization for use of buildings and grounds for running the City's summer recreation and playground programs. As you are aware, the City purchased the athletic field from Sacred Heart in 2007; however, because of the outfield's infringement onto a portion of the DPAO property, we are required to seek their permission prior to scheduling games on this site.

The City will be using the facilities between May and August 2010. By approving the resolution, the City Council agrees to defend and indemnify Disabled Persons Action Organization from and against any and all claims for personal injury or property damage arising from the negligence of any of its officers or employees occurring in connection with the use of DPAO facilities.

RESOLUTION

Page 1 of 1

Approving Contract for Use of Buildings and Grounds,
Disabled Persons Action Organization

Introduced by

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

Total

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WHEREAS the City of Watertown desires to run a Summer Recreation and Playground Program within the City of Watertown, and

WHEREAS Disabled Persons Action Organization is willing to authorize the City to use its facilities for said purpose, and

WHEREAS there is no cost associated with the Agreement between the City of Watertown and Disabled Persons Action Organization, and

WHEREAS the City of Watertown deems the providing of a Summer Recreation Program to be a benefit to the citizens of the City,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby approves the Agreement between the City of Watertown and the Disabled Persons Action Organization, a copy of which is attached and made a part of this resolution, and

BE IT FURTHER RESOLVED that the City of Watertown hereby agrees to defend and indemnify Disabled Persons Action Organization from and against any and all claims for personal injury or property damage arising from the negligence of any of its officers or employees occurring in connection with the use of DPAO facilities in accordance with this Agreement, and

BE IT FURTHER RESOLVED that Mayor Jeffrey E. Graham is hereby authorized and directed to execute the contract on behalf of the City of Watertown.

Seconded by

Agreement for Use of Buildings and Grounds
Between the
City of Watertown
and
Disabled Persons Action Organization

The Parties agree as follows:

1. Disabled Persons Action Organization agrees to allow the City to use its facilities for the purpose of providing a baseball program for the children of City of Watertown.
2. The City of Watertown will provide for Workers' Compensation insurance coverage and any other insurance pertaining to the activities of the City as may be required by law.
3. The City of Watertown is self-insured for general liability claims. The City agrees to defend, indemnify and hold harmless DPAO for any liability arising from the City's use of the DPAO property.
4. The authorization to use facilities may be revoked at any point in time by DPAO.
5. The term of the Agreement is from May 2010 through August 2010.
6. The individual signing this Agreement is authorized to do so and will be responsible for full compliance with the terms of this Agreement.

City of Watertown

Mayor Jeffrey E. Graham

Date: _____

Disabled Persons Action Organization

Joseph L. Rich

Date: _____

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|  | <h1>MEMORANDUM</h1> | E.P. Hayes Superintendent |
| | <h2>Dept. Public Works</h2> | Date: 04-09-10 Ref: PW 015-10 |
| To: | Mary Corriveau, City Manager | |
| Subject: | Contract for Use of Building and Ground Facilities Disabled Persons Action Organization 2010 Summer Recreational Season | |

Attached is a copy of the April 8th letter from Joseph L. Rich, Chief Executive Officer, Disabled Persons Action Organization granting the City permission to use their facilities for our youth baseball programs during the 2010 summer season.

The City has provided the DPAO with an annual hold harmless agreement for the use of their grounds since 2006 following their purchase of a portion of the Sacred Heart Church's property that contained a portion of the baseball field's outfield. While the City did in fact purchase the remainder of the remainder of the church's athletic field property in 2007, because of the outfield's infringement onto a portion of the DPAO property we are required to seek their permission prior to scheduling games on this site.

I have attached a copy last year's agreement for your review and incorporation into this year's agreement.

Hence, the purpose of this memorandum is to request that our standard Agreement for Use of Building and Grounds of the 2010 summer season be prepared for the City Council's formal approval at the next regularly scheduled meeting.

Should you have any questions concerning this agreement, please do not hesitate to contact me at your convenience.

Gene

cc: Jayme St. Croix, Superintendent of Parks and Recreation
 DPW files:

Disabled Persons Action Organization
 2010 Recreation & Playground Agreements

Disabled Persons Action Organization

617 Davidson Street, Box 222

Watertown, New York 13601

Tel: 315-782-3577

1-800-533-2859

E-mail: jrich@dpao.net

Website: dpao.org

Fax: 315-782-6673

Joseph L. Rich
C.E.O.

April 8, 2010

Eugene P. Hayes
Superintendent of Public Works
City of Watertown
245 Washington Street
Watertown, New York 13601

Re: Use of Baseball Field

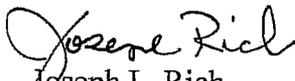
Dear Mr. Hayes:

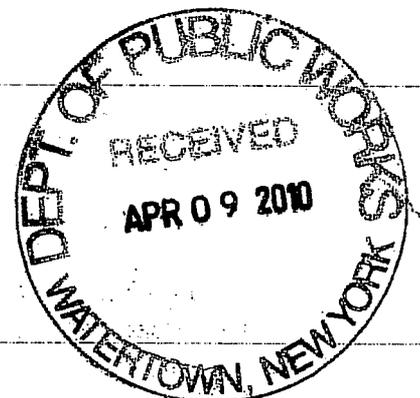
We are very pleased to be able to give permission for you to use our property for your 2010 baseball season near Sacred Heart Church off Thompson Street in Watertown.

We are very sorry that the field can only be utilized for youth baseball games and not more extensively. It was our mistake by extending our parking lot too far to the west thus making it impossible to provide the necessary space required for games involving older youngsters.

Hope you have a great season.

Sincerely,


Joseph L. Rich
CEO



Res No. 7

April 14, 2010

To: The Honorable Mayor and City Council

From: Mary M. Corriveau, City Manager

Subject: Contract for Use of Buildings and Grounds, Watertown City School District

Attached for City Council consideration is a resolution that authorizes the City to enter into a contractual agreement with the Watertown City School District for use of buildings and grounds. This contract grants the City permission to use, at no cost to the City, the School District's facilities for running the City's recreation program.

The contract identifies the time frames and the properties and grounds that the City will utilize. The City of Watertown will submit a Letter of Understanding to the School District holding the District harmless for incidents that might occur at any of the City's programs held on District property.

RESOLUTION

Page 1 of 1

Approving Contract for Use of Buildings and Grounds,
Watertown City School District

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

Total

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Introduced by

WHEREAS the City of Watertown desires to run a Summer Recreation Program within the City of Watertown, and

WHEREAS the Watertown City School District is willing to authorize the City to use its facilities for said purpose, and

WHEREAS there is no cost associated with the Agreement between the City of Watertown and the Watertown City School District, and

WHEREAS the City deems the providing of a Summer Recreation Program to be a benefit to the citizens of the City,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby approves the Agreement between the City and the Watertown City School District, a copy of which is attached and made a part of this resolution, and

BE IT FURTHER RESOLVED that the Mayor, Jeffrey E. Graham, is hereby authorized and directed to execute the contract on behalf of the City of Watertown.

Seconded by

BOARD OF EDUCATION
WATERTOWN CITY SCHOOL DISTRICT
CONTRACT FOR USE OF BUILDINGS AND GROUNDS

It is agreed, understood, and covenanted as follows:

1. The undersigned will pay the Watertown City School District \$ custodial only to defray expenses for the proposed use of District property, including the opening of the building, lights, heat, janitorial personnel at the rate of pay under the Federal Wage and Hour Law, and other incidental expenses. All personnel employed for the use of District property will be considered special employees of the undersigned organization while performing their duties in conjunction with the planned activities.
2. There will be no sale of tickets or admission beyond the seating capacity of _____.
3. The undersigned will reimburse the Board of Education for loss or damage to school property resulting from such use.
4. ~~The undersigned will carry general liability insurance coverage with a minimum limit of \$1,000,000. The policy of insurance will include the Watertown City School as an additional named insured under the policy. The undersigned will provide the Watertown City School District with a Certificate of Insurance showing compliance with these requirements at least ten (10) days prior to the event.~~ JZ
5. The above insurance requirements notwithstanding, the undersigned agrees to defend, indemnify and hold harmless the Watertown City School District, to the extent allowed by law, from any judgments against it including costs, disbursements, attorney fees, etc. for any liability arising from the planned activities of the undersigned on the School District property..
6. The undersigned has familiarized himself with the regulations of the Board of Education pertaining to the use of such property (see attached) and all said regulations are agreed to and will be observed.
7. The undersigned will provide for Worker's Compensation Insurance and any other insurance pertaining to the activities of the undersigned as may be required by law.
8. That the permission now applied for, if granted, is revocable at any time by the Board of Education.

9. If this application is made in the name of an organization, the person signing below is authorized to do so and will be responsible for full compliance with the terms hereof and all payments hereunder.

City of Watertown, Recreation Department

BY _____ Jeffrey E. Graham
(Authorized Agent) City Mayor

* * * * *

FOR OFFICE USE ONLY

Cleared with principal - Date 1c3/30/10

Cleared with Chad Kolb - Date 3/31/10

Approved by Superintendent - Date 4/1/10

Knickerbocker and North Elementary Schools - Playgrounds

Last week in June until mid -August - 9:00a.m. - 12noon, and 1:00p.m. - 4:30p.m.

Both buildings will be closed, only the playgrounds will be available

Except for performances or events open to the general public, all buildings will remain locked at the end of the day. Groups that have reserved facilities for use after a building has been locked will gain access to the building by the building custodial staff at the designated time. After the first arrival(s), it is expected that the group will be responsible for allowing other members of the group, who are authorized, into the building.

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|  | MEMORANDUM | E.P. Hayes Superintendent |
| | Dept. Public Works | Date: 04-14-10 Ref: PW 018-10 |
| To: | Mary Corriveau, City Manager | |
| Subject: | Contract for Use of Building and Ground Facilities Watertown City School District | |

Attached for your review is the Watertown City School District Board of Education's Contract for Use of Buildings and Grounds granting the City permission for the use of their playground facilities at both Knickerbocker and North Elementary Schools during the 2010 summer recreation season.

As you will note, Superintendent Fralick has deleted Item Number 4 of the contract which called for a minimum limit of \$ 1,000,000 general liability insurance coverage based upon the understanding that the City is self insured and has submitted a Letter of Understanding which holds the Watertown City School District harmless from any legal proceedings arising out of injuries sustained at any of the City's planned/run programs conducted on their property.

While this is the School District's standard contract and one that we have used over the years, it has been Attorney Slye's recommendation that the City Council give formal approval for the authorization prior to final submission. As such I would ask that you present this contract to the City Council at their next regularly scheduled meeting.

Should you have any questions concerning this agreement, please do not hesitate to contact me at your convenience.

Gene

cc: Jayme St. Croix, Superintendent of Parks and Recreation
 DPW files:
 Watertown City School District
 2010 Recreation & Playground Agreements

Res No. 8

April 13, 2010

To: The Honorable Mayor and City Council

From: Mary M. Corriveau, City Manager

Subject: Accepting Bid for Basketball Court Lighting System at Bicentennial Park,
City Electric

The City Purchasing Department advertised and received sealed bids for the purchase of a an Outdoor Basketball Court Lighting System at Bicentennial Park. The installation work will be performed by City staff.

Invitations to bid were issued to three (3) prospective bidders with one (1) bid submitted to the Purchasing Department where it was publicly opened and read on Thursday, April 8, 2010 at 11:00 a.m.

City Purchasing Agent Robert J. Cleaver reviewed the bid received with Superintendent of Public Works Eugene P. Hayes and Line Crew Chief Ralph Green. It is their recommendation that the City Council accept the bid submitted by City Electric, Watertown, New York, in the amount of \$17,400 as the lowest bidder meeting our specifications. Accepting the bid at this amount includes a 10 year warranty for parts and a two year warranty for labor, saving the City \$3,000 over the 25 year warranty package.

The bid submitted is detailed in the attached report of Mr. Cleaver. This is 50% funded under the 2006 Bicentennial Park & Marble Street Grant project.

A resolution accepting the bid has been prepared for City Council consideration.

RESOLUTION

Page 1 of 1

Accepting Bid for Basketball Court Lighting System at Bicentennial Park, City Electric

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

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Introduced by

WHEREAS the City Purchasing Department has advertised and received a sealed bid for the purchase of an Outdoor Basketball Court Lighting System at Bicentennial Park for installation by City staff, and

WHEREAS invitations to bid were issued to three (3) prospective bidders, with one (1) bid being received and publicly opened and read in the City Purchasing Department on Thursday, April 8, 2010 at 11:00 a.m., and

WHEREAS City Purchasing Agent Robert J. Cleaver reviewed the bid received with Superintendent of Public Works Eugene P. Hayes and Line Crew Chief Ralph Green, and it is their recommendation to accept of the bid submitted by City Electric, 23763 NYS Route 12, Watertown, New York, in the amount of \$17,400.00 as the lowest qualifying bid meeting the City's specifications,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown, New York hereby accepts the bid in the amount of \$17,400.00 submitted by City Electric, 23763 NYS Route 12, Watertown, New York, for the purchase of an Outdoor Basketball Court Lighting System at Bicentennial Park.

Seconded by



CITY OF WATERTOWN, NEW YORK

ROOM 205, MUNICIPAL BUILDING
245 WASHINGTON STREET
WATERTOWN, NEW YORK 13601
Tel. (315) 785-7749 • Fax (315) 782-9014

ROBERT J. CLEAVER
PURCHASING AGENT

April 9, 2010

To: Mary Corriveau
From: Robert J. Cleaver
Subject: Basketball Court Lighting System Bid
Bicentennial Park



The City's Purchasing Department advertised in the Watertown Daily times on Friday March 26, 2010 calling for sealed bids for the purchase of an Outdoor Basketball Court Lighting System, per our bid specifications, for installation by the City's Electric Department at the Fairground's Bicentennial Park.

Invitations to bid were issued to 3 prospective bidders with 1 bid submitted to the Purchasing Department where it was publicly opened and read on Thursday, April 8, 2010 at 11:00 a.m. local time. The sole bid is as follows:

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|--|--|-----------------------------|
| City Electric 23763 NYS Route 12 Watertown, N.Y. 13601 | Musco Light Structure Green (bid is inclusive w/ 25 year warranty) (10 year warranty in lieu of 25 yr warranty) | \$20,400.00 -\$ 3,000.00 |
|--|--|-----------------------------|

]The bid amount of \$20,400.00 includes a 25 year warranty that includes monitoring of light output and all labor and material to repair or replace any defective hardware from date of installation. In reviewing this 25 year warranty with the Superintendent of Public Works and City electrician, Ralph Green it is our consensus that the 25 year warranty is not warranted. Therefore, it is my recommendation that we accept the sole bid in the amount of \$17,400 that includes a 10 year warranty for parts, two year warranty for labor. The lamps will have a two your replacement warranty with labor to replace them in the first year only.

This project is 50% funded under the 2006 Bicentennial Park & Marble Street Grant project.

If you have any questions or concerns regarding this recommendation please don't hesitate to contact me.

cc: Jim Mills, Comptroller
Eugene Hayes, Superintendent of Public Works
Peter Monaco, Assistant Superintendent of Public Works
file

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|  | <h1>MEMORANDUM</h1> | E.P. Hayes |
| | <h2>Dept. Public Works</h2> | Superintendent |
| | | |
| | | Ref: PW 017-10 |
| To: | Mary Corriveau, City Manager | |
| Subject: | Basketball Court Lighting System Black River Parks Projects---Bicentennial Park | |

On Thursday, April 8, 2010, the single (1) sealed "Court Lighting" bid package was publicly opened at 11:00 A.M. by Robert Cleaver, Purchasing Agent, Room 205, Municipal Building, 245 Washington Street, Watertown, New York.

This was a single item bid requesting price and delivery on a new and unused, super energy efficient, two-pole, 120/240 volt single phase, outdoor lighting system for a municipal outdoor basketball court measuring 84 ft by 50 ft. centered on an asphalt pad measuring 104 ft by 70 ft. to be installed at the City of Watertown Parks & Recreation Department's Bicentennial Park. The result of the bid opening is as follows:

| BIDDER | UNIT | PRICE |
|---------------|---|-------------|
| City Electric | MUSCO Light Structure Green™ System | \$20,400.00 |
| | Optional Offering: 10 year warranty in lieu of 25 year warranty (deduct \$3,000). | \$17,400.00 |

This purchase will be charged to the J35 8027 0300 account code's A7141-118/G5186-387 Work Order for which this project has been line itemed and for which sufficient funding does exist from the 2006 Bicentennial Park & Marble Street Black River Parks Projects bond.

It is my recommendation, as Superintendent of Public Works, that the award for the Bicentennial Park Basketball Court Lighting System go to City Electric, 23763 NYS Route 12, Watertown, NY for the MUSCO Light Structure Green™ System with the 10 year warranty at the total bid cost of \$17,400.

Should you have any questions concerning this recommendation, please do not hesitate to contact me at your convenience.

Gene

cc: Jim Mills, City Comptroller
 Robert Cleaver, City Purchasing Agent
 Jayme St. Croix, Superintendent of Parks & Recreation
 John VanBrocklin, Building & Grounds Maintenance Supervisor
 DPW file: Bicentennial Park Basketball Lighting System

Res Nos. 9 and 10

April 9, 2010

To: The Honorable Mayor and City Council
From: James E. Mills, City Comptroller
Subject: Sale of City Property

On April 5th the City Comptroller's Office held a public auction of City owned properties. All parcels included in the auction received bids at or above the minimum established by the City Council. The results of the auction are as follows:

| Parcel Number | Address | Bid Amount | Bidder Name |
|----------------------|------------------------|-------------------|--------------------|
| 06-12-506.000 | 63 Huntington Street | \$ 1,000 | Daniel P. Olney |
| 06-12-513.000 | 1017 Huntington Street | \$ 2,500 | Bruce Halloran |

The required 10% deposit has been received for each parcel. Resolutions authorizing the sale of each property are attached for City Council consideration. All of the above high bidders are current with property taxes and have no outstanding issues with Code Enforcement.

RESOLUTION

Page 1 of 2

Authorizing Sale of Real Property,
Known as 63 Huntington Street to
Daniel P. Olney, 195 Haviland Park,
Rochester, NY 14616

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

Total

| YEA | NAY |
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Introduced by

WHEREAS there has heretofore been bid in by the City of Watertown at a tax sale a certain lot of land known as 63 Huntington Street, approximately 48' x 131' in size, and also known and designated on the map of the Department of Assessment and Taxation of the City of Watertown, New York as Parcel No. 06-12-506.000, and

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

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

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

NOW THEREFORE BE IT RESOLVED that pursuant to Section 23, Subdivision (b) of the General City Law, Section 247 of the Charter of the City of Watertown as amended by Local Law No. 1, 1985, adopted December 3, 1984, effective January 17, 1985, and the ordinance, Municipal Code, Chapter 16 adopted by the Council on June 6, 1977, that the offer of \$1,000.00 submitted by Daniel P. Olney for the purchase of Parcel No. 06-12-506.000, is a fair and reasonable offer therefore and the same is hereby accepted, and

RESOLUTION

Page 2 of 2

Authorizing Sale of Real Property,
Known as 63 Huntington Street to
Daniel P. Olney, 195 Haviland Park,
Rochester, NY 14616

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

Total

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

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

Seconded by

RESOLUTION

Page 1 of 2

Authorizing Sale of Real Property,
Known as 1017 Huntington Street to
Bruce Halloran, 128 Pine Drive,
Black River, NY 13612

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

Total

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Introduced by

WHEREAS there has heretofore been bid in by the City of Watertown at a tax sale a certain lot of land known as 1017 Huntington Street, approximately 42' x 104' in size, and also known and designated on the map of the Department of Assessment and Taxation of the City of Watertown, New York as Parcel No. 06-12-513.000, and

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

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

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

NOW THEREFORE BE IT RESOLVED that pursuant to Section 23, Subdivision (b) of the General City Law, Section 247 of the Charter of the City of Watertown as amended by Local Law No. 1, 1985, adopted December 3, 1984, effective January 17, 1985, and the ordinance, Municipal Code, Chapter 16 adopted by the Council on June 6, 1977, that the offer of \$2,500.00 submitted by Bruce Halloran for the purchase of Parcel No. 06-12-513.000, is a fair and reasonable offer therefore and the same is hereby accepted, and

RESOLUTION

Page 2 of 2

Authorizing Sale of Real Property,
Known as 1017 Huntington Street to
Bruce Halloran, 128 Pine Drive,
Black River, NY 13612

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

Total

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

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

Seconded by

To: The Honorable Mayor and City Council

From: James E. Mills, City Comptroller

Subject: Amendment to Fiscal Year 2009-10 through 2013-14 Capital Fund Budget and FY 2009-10 Sewer Fund Budget Re-adoption

During the January 11, 2010 City Council work session meeting, the upgrade of the Gaffney Drive sanitary sewer to support the proposed development of two hotels and a restaurant at the intersection of Gaffney Drive and Commerce Park Drive as well as Vision Development's phase II was discussed. Since that meeting, staff has determined that the City Department of Public Works can undertake the majority of this project and save substantial costs by not hiring an outside contractor. At the same time, Staff is continuing to work on the acquisition of an existing 8" sanitary sewer and corresponding easement from the owners of the Stateway Plaza Shopping Center.

All regulatory approvals are now in place and Staff is prepared to begin work on this project but City Council approval is needed to amend the Capital Budget to add this project.

A summary of the current funding sources and cost estimates for Phase I and Phase II of the project are as follows:

Sources:

| | |
|--|-------------------|
| Jefferson County Local Development Corp. grant | \$ 100,000 |
| Sewer Fund in-kind labor and equipment | 100,000 |
| Sewer Fund transfer to Capital Fund | <u>75,000</u> |
| Total | <u>\$ 275,000</u> |

Uses:

| | |
|--|-------------------|
| Labor and equipment (in-kind) | \$ 100,000 |
| Materials | 35,000 |
| Traffic control | 15,000 |
| Rock excavation | 15,000 |
| By-pass pumping | 10,000 |
| Sanitary sewer acquisition and maintenance | 90,000 |
| Contingency | <u>10,000</u> |
| Total | <u>\$ 275,000</u> |

Attached for City Council consideration is a resolution to amend the Capital Budget by adding the \$275,000 Gaffney Drive sanitary sewer project to FY 2009-10. New Capital Budget pages reflecting this modification are attached. The second resolution amends the Sewer Fund Operating Budget by increasing both the appropriation in the Transfer to Capital Fund account by \$75,000 and the Appropriated Fund Balance.

RESOLUTION

Page 1 of 1

Approving Re-Adoption of Fiscal Years 2009-10 through 2013-2014 Capital Budget

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

| YEA | NAY |
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Introduced by

WHEREAS on June 1, 2009 the City Council adopted the Fiscal Years 2009-10 through 2013-14 Capital Budget, and

WHEREAS City Council desires to have the Gaffney Drive sanitary sewer reconstructed at an estimated cost of \$275,000 to accommodate business growth in that area of the City, and

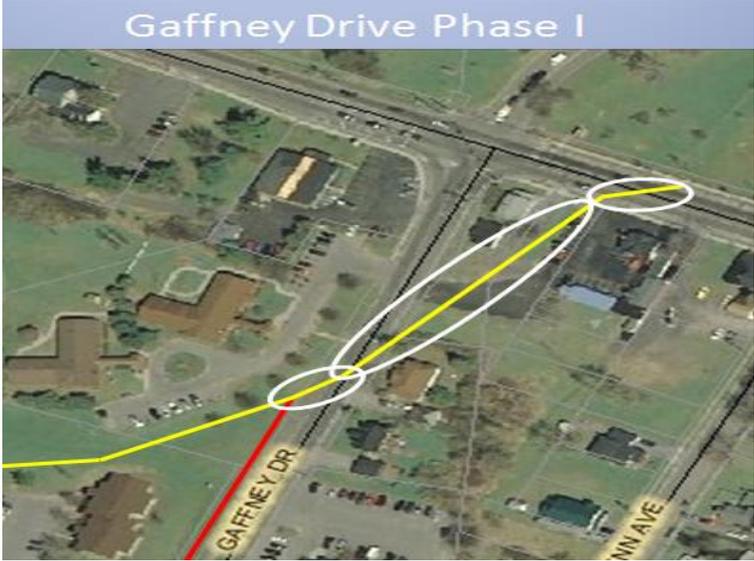
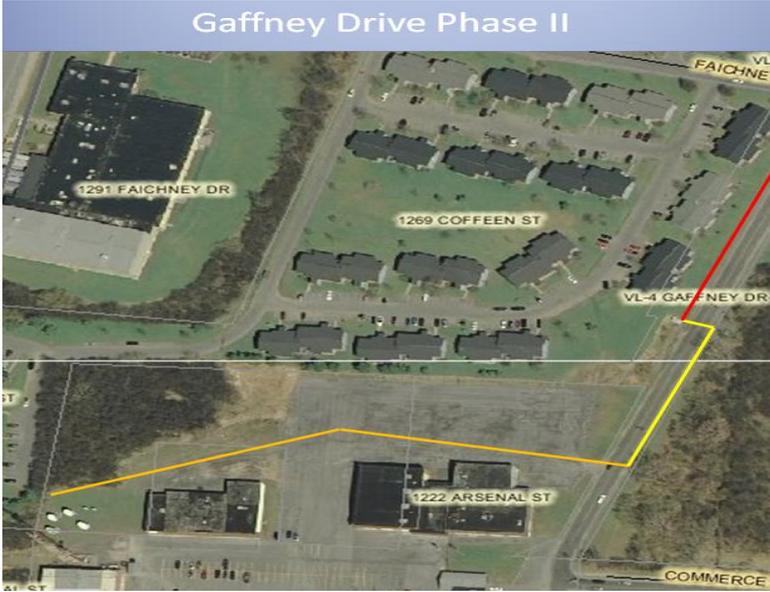
NOW THEREFORE BE IT RESOLVED that the Fiscal Years 2009-10 through 2013-14 Capital Budget is amended to include the Gaffney Drive sanitary sewer main reconstruction and extension at an estimated cost of \$275,000 to FY 2009-10 as detailed on the attached project narrative and Capital Budget five year plan.

Seconded by

CITY OF WATERTOWN CAPITAL BUDGET
 CAPITAL BUDGET
 FY 2009/10 - FY 2013/14

| SEWER FUND | FY 08-09 and past years' outstanding projects | | FY 2009-10 projects | | FY 2010-11 projects | | FY 2011-12 projects | | FY 2012-13 projects | | FY 2013-14 projects | |
|------------------------------|--|--------------|--|--------------|--|------------|--------------------------------|--------------|---------------------------------------|------------|--|------------|
| WASTEWATER PLANT: | | | | | Lift pump replacement | \$ 25,000 | Lift pump replacement | \$ 25,000 | | | Roof replacement - trickling filter pump station | \$ 100,000 |
| TOTAL WASTEWATER PLANT | | \$ - | | \$ - | | \$ 25,000 | | \$ 25,000 | | \$ - | | \$ 100,000 |
| VEHICLES AND EQUIPMENT | | | Pumping Station Communication Improvements | \$ 60,000 | Treatment Plant vehicle replacement | \$ 22,000 | Computer replacements | \$ 5,000 | Single axle dump truck | \$ 110,000 | | |
| | | | | | | | Supervisors pickup truck (1/2) | \$ 12,500 | Operations van | \$ 22,000 | | |
| TOTAL VEHICLES AND EQUIPMENT | | \$ - | | \$ 60,000 | | \$ 22,000 | | \$ 17,500 | | \$ 132,000 | | \$ - |
| SANITARY SEWER: | Greensview / Ives Hill / Massey St. Phase I and II | \$ 665,000 | North Side Trunk Sewer relocation | \$ 722,000 | WOTS: Chestnut St. to Ives St. DESIGN | \$ 65,000 | WOTS: Chestnut St. to Ives St. | \$ 830,000 | Harrison Street (Riggs Ave. Phase II) | \$ 253,000 | Cooper Street Outfall Replacement | \$ 225,000 |
| | Chestnut Street WOTS | \$ 288,500 | Breen Avenue | \$ 165,000 | Gaffney Dr./Western Blvd. sewer lift station | \$ 200,000 | Barben Avenue | \$ 375,000 | | | Clinton Street | \$ 375,000 |
| | Butterfield Avenue | \$ 396,500 | Gaffney Drive | \$ 275,000 | Riggs Avenue - (adopted in FY 2007-08 Capital Budget) | \$ 107,250 | | | | | | |
| | Algonquin Avenue West | \$ 122,000 | | | Casey / Duffy / Dorsey / Palmer Streets combined sewer rehabilitation (adopted in FY 08/09 Capital Budget) | \$ 75,000 | | | | | | |
| | North Side Trunk Sewer relocation DESIGN | \$ 90,000 | | | JB Wise sanitary sewer | \$ 200,000 | | | | | | |
| TOTAL SANITARY SEWER: | | \$ 1,562,000 | | \$ 1,162,000 | | \$ 647,250 | | \$ 1,205,000 | | \$ 253,000 | | \$ 600,000 |
| TOTAL SEWER FUND | | \$ 1,562,000 | | \$ 1,222,000 | | \$ 694,250 | | \$ 1,247,500 | | \$ 385,000 | | \$ 700,000 |
| SEWER FUND | | | | | | | | | | | | |
| SANITARY SEWER | | \$ 1,562,000 | | \$ 1,162,000 | | \$ 647,250 | | \$ 1,205,000 | | \$ 253,000 | | \$ 600,000 |
| VEHICLES AND EQUIPMENT | | \$ - | | \$ 60,000 | | \$ 22,000 | | \$ 17,500 | | \$ 132,000 | | \$ - |
| WASTEWATER PLANT | | \$ - | | \$ - | | \$ 25,000 | | \$ 25,000 | | \$ - | | \$ 100,000 |
| TOTAL SEWER FUND | | \$ 1,562,000 | | \$ 1,222,000 | | \$ 694,250 | | \$ 1,247,500 | | \$ 385,000 | | \$ 700,000 |

FISCAL YEAR 2009-2010
 CAPITAL BUDGET
 INFRASTRUCTURE
 SANITARY SEWER CONSTRUCTION

| PROJECT DESCRIPTION | COST |
|---|-------------------|
| <p>Gaffney Drive Sewer Upgrade Phase I and II</p> <p>Phase I involves the upgrade of approximately 450 LF of an existing 10” gravity sewer main to a 12” main north of the Gaffney Drive pump station to support the increased development in the area. Phase I will also meet the grade requirements which the existing sewer does not. Phase II involves the acquisition and maintenance of an existing 8” gravity sewer that crosses the current Stateway Plaza property. It encompasses approximately .51 Acres.</p> <div style="text-align: center;">  <p>Gaffney Drive Phase I</p>  <p>Gaffney Drive Phase II</p> </div> <p>Funding for this project will be from a Jefferson County Local Development grant (\$100,000), City sewer fund in-kind labor and equipment (\$100,000) and a transfer from the Sewer Fund (\$75,000).</p> | <p>\$ 275,000</p> |
| Total | <p>\$ 275,000</p> |

RESOLUTION

Page 1 of 1

Readopting 2009-10 Sewer Fund Budget,
City of Watertown New York

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

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Introduced by

WHEREAS on June 1, 2009 the City Council passed a resolution adopting the Budget for Fiscal Year 2009-10, of which \$4,198,964 was appropriated for the Sewer Fund, and

WHEREAS on September 29, 2009 the City Council adopted a resolution to increase the transfer to the capital fund by \$165,000 to partially fund the North Side Trunk Sewer lining project and thus increase the Sewer Fund total appropriations to \$4,363,964, and

WHEREAS on April 19, 2010 the City Council was presented with a resolution to add the Gaffney Drive sanitary sewer project to the FY 2009-10 Capital Budget at an estimated cost of \$275,000 which is to be financed in part through a grant received from the Jefferson County Local Development Corporation (\$100,000), Sewer Fund in-kind labor and equipment (\$100,000) and a transfer from the Sewer Fund to the Capital Projects Fund (\$75,000), and

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Watertown, New York that it hereby re-adopts the Sewer Fund Budget for Fiscal Year 2009-10 in the total amount of \$4,438,964, and

BE IT FURTHER RESOLVED by the City Council of the City of Watertown that in the re-adopted Sewer Fund Budget, the account for transfers to the capital fund (G9950.0900) and the appropriated fund balance be increased by \$75,000.

Seconded by

Res No. 13

April 13, 2010

To: The Honorable Mayor and City Council

From: Mary M. Corriveau, City Manager

Subject: Authorizing Standard Federal Aid Highway
And Marchiselli Aid Project Agreement,
Factory Street Reconstruction, PIN 775315; D032467,
Preliminary Engineering and Right of Way Incidentals

The City of Watertown has received notification from the State of New York, Department of Transportation that the reconstruction of Factory Street has been added to the State's Capital Construction Program and received Federal STP Small Urban funds to support the Preliminary Engineering and Right of Way Incidentals Phase of this project.

This project will be similar in scope to that recently completed on State Street. The full reconstruction of the road and underground infrastructure will be from the intersection of Factory and Mill Street to the intersection of Factory and High Street.

At this point in time, the City is prepared to move forward with the Preliminary Engineering, Right of Way Incidental phase of the project. The estimated cost associated with completing this Phase is \$940,000. Based on the standard Federal Aid Highway and Marchiselli Aid Project Agreement, the federal share of the Project is \$752,000 and the non-federal share is \$188,000. The State has indicated that they will be making an application for Marchiselli funds as part of the State's 2010-2011 budget. If approved at the State level, the Marchiselli funding will cover \$141,000, leaving a City share of \$47,000.

RESOLUTION

Page 1 of 2

Authorizing Standard Federal Aid Highway
And Marchiselli Aid Project Agreement,
Factory Street Reconstruction, PIN 775315; D032467,
Preliminary Engineering and Right of Way
Incidentals

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

Total

| YEA | NAY |
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Introduced by

WHEREAS a project for the reconstruction of Factory Street, PIN 775315, D032467 (the "Project") is eligible for funding under Title 23 U.S. Code, as amended that calls for the apportionment of the cost such program to be borne at the ratio of 80% Federal and 10% non-federal funds, and

WHEREAS the City of Watertown desires to advance the Project by making a commitment of 100% of the non-federal share of the costs of the Preliminary Engineering & Right -of-Way Incidentals in the amount of \$940,000,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown authorizes the City Comptroller to pay in the first instance 100% of the federal and non-federal share of the costs of preliminary engineering and right of way incidentals for the project, and

BE IT FURTHER RESOLVED that the sum of \$188,000 is hereby appropriated from the City of Watertown Capital Budget and made available to cover the local cost of participation in the above phase of the Project, and

BE IT FURTHER RESOLVED that the City Comptroller is hereby authorized to pay in the first instance 100% of the federal and non-federal share of the costs of the preliminary engineering and right-of-way incidentals for the project in the amount of \$940,000 from an appropriation of the City of Watertown Capital Budget, and

RESOLUTION

Page 2 of 2

Authorizing Standard Federal Aid Highway
 And Marchiselli Aid Project Agreement,
 Factory Street Reconstruction, PIN 775315; D032467,
 Preliminary Engineering and Right of Way
 Incidentals

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

Total

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BE IT FURTHER RESOLVED that in the event the full federal and non-federal share costs of the projects exceeds the amount appropriated above, the City Council of the City of Watertown shall convene as soon as possible to appropriate said excess amount immediately upon notification by the City Manager’s Office, and

BE IT FURTHER RESOLVED that Mayor of the City of Watertown is hereby authorized and directed to execute all necessary Agreements, certifications or reimbursement requests for federal aid on behalf of the City of Watertown with the New York State Department of Transportation in connection with the advancement or approval of the Project and providing for the administration of the Project and the municipality’s first instance funding of Project costs and permanent funding for the local share of federal aid eligible project costs and all Project costs within appropriations that are not eligible, and

BE IT FURTHER RESOLVED that a certified copy of this resolution be filed with the New York State Commissioner of Transportation by attaching it to any necessary Agreement in connection with the Project, and

BE IT FURTHER RESOLVED that the City Council of the City of Watertown hereby approves the Standard Federal Aid Highway and Marchiselli Aid Project Agreement, a copy of which is attached and made a part of said resolution, and

BE IT FURTHER RESOLVED that this resolution shall take effect immediately.

Seconded by

MUNICIPALITY/SPONSOR: **City of Watertown**
PROJECT ID NUMBER: **775315** BIN: **N/A**
COMPTROLLER'S CONTRACT NO.: **D032467**
PHASE: **PER SCHEDULES A**

STANDARD Federal-Aid Highway and Marchiselli-Aid Local Project Agreement

COMPTROLLER'S CONTRACT NO **D032467**

This Agreement is by and between:

the New York State Department of Transportation ("NYSDOT"), having its principal office at 50 Wolf Road, Albany, NY 12232, on behalf of New York State ("State");

and

the **City of Watertown** (the "Municipality/Sponsor")
acting by and through **the City Council**
with its office at **the Municipal Building, 245 Washington St., Watertown, NY 13601.**

This Agreement covers eligible costs incurred on or after **02/11/2010.**

This Agreement identifies the party responsible for administration, and establishes the method or provision for funding of applicable phases of a Federal-aid project for the improvement of a street or highway not on the State highway system, as such project and phases are more fully described by Schedule A annexed to this Agreement or one or more Supplemental Schedule(s) A to this Agreement as duly executed and approved by the parties hereto. The phases that are potentially the subject of this Agreement, as further enumerated below, are: Preliminary Engineering ("PE") and Right-of-Way Incidental ("ROW Incidentals") work; Right-of-Way Acquisition; Construction; and/or Construction Supervision and Inspection. The Federal-aid project shall be identified for the purposes of this Agreement as **Factory Street Reconstruction** (as more specifically described in such Schedule A, the "Project").

WITNESSETH:

WHEREAS, the United States has provided for the apportionment of Federal-aid funds to the State for the purpose of carrying out Federal-aid highway projects pursuant to the appropriate sections of Title 23 U.S. Code as administered by the Federal Highway Administration ("FHWA"); and

WHEREAS, the New York State Highway Law authorizes the Commissioner of Transportation (hereinafter referred to as "Commissioner") to use Federal aid available under the Federal-aid highway acts and provides for the consent to and approval by the Municipality/Sponsor of any project under the Federal-aid highway program which is not on the State highway system before such Project is commenced; and

WHEREAS, pursuant to Highway Law §10(34-a) and section 15 of Chapter 329 of the Laws of 1991 as amended by section 9 of Chapter 330 of the Laws of 1991, the State established the "Marchiselli" Program, that provides State aid for Federal aid highway projects not on the State highway system; and

WHEREAS, pursuant to Chapters 329, 330 and 331 of the Laws of New York of 1991, Highway Law §80-b and Public Authorities Law §380 funding of the "State share" of projects under the Marchiselli Program is provided from the proceeds of Local Highway and Bridge Service Contract Bonds issued by the New York State Thruway Authority ("Thruway Authority Bonds"); and

MUNICIPALITY/SPONSOR: **City of Watertown**
PROJECT ID NUMBER: **775315** BIN: **N/A**
COMPTROLLER'S CONTRACT NO.: **D032467**
PHASE: **PER SCHEDULES A**

WHEREAS, the continuing legislative authorization for the funding of eligible costs of Federal-aid Municipal/Sponsor streets and highway projects from the proceeds of Thruway Authority Bonds is pursuant to a chapter or chapters of the laws of New York State providing appropriations pursuant to Public Authorities Law §380(1); and

WHEREAS, projects eligible for Marchiselli aid are identified by the State Legislature in the "Comprehensive List" published in the annual Report of the Fiscal Committees on the Executive Budget (the "Green Book"), and the Project is duly included in the current Green Book; and

WHEREAS, pursuant to authorizations therefore, NYSDOT and the Municipality/Sponsor are desirous of progressing the Project under the Federal-aid and, if applicable, Marchiselli-aid Programs; and

WHEREAS, The Legislative Body of the Municipality/Sponsor by Resolution No. _____ adopted at meeting held on _____ approved the Project, the Municipality/Sponsor's entry into this Agreement, has appropriated necessary funds in connection with any applicable Municipal/Sponsor Deposit identified in applicable Schedules A and has further authorized the **City Council** of the Municipality/Sponsor to execute this Agreement and the applicable Schedule A on behalf of the Municipality/Sponsor and a copy of such Resolution is attached to and made a part of this Agreement (where New York City is the Municipality/Sponsor, such resolution is not required).

NOW, THEREFORE, the parties agree as follows:

1. *Documents Forming this Agreement.* The Agreement consists of the following:

- Agreement Form - this document titled "Standard Federal-Aid and Marchiselli-Aid Local Project Agreement";
- Schedule "A" - Description of Project Phase, Funding and Deposit Requirements;
- Schedule "B" - Phases, Subphase/Tasks, and Allocation of Responsibility
- Appendix "A" - New York State Required Contract Provisions
- Appendix "B" - U.S. Government Required Clauses
- Municipal/Sponsor Resolution(s) - duly adopted Municipal/Sponsor resolution authorizing the appropriate Municipal/Sponsor official to execute this Agreement on behalf of the Municipality/Sponsor and appropriating the funding required therefore. (Where New York City is the Municipality/Sponsor, such resolution is not required).

2. *General Description of Work and Responsibility for Administration and Performance.* Subject to the allocations of responsibility for administration and performance thereof as shown in Schedule B (attached), the work of the Project may consist generally of the categories of work marked and described in Schedule B for the scope and phase in effect according to Schedule A or one or more Supplemental Schedule(s) A as may hereafter be executed and approved by the parties hereto as required for a State contract, and any additions or deletions made thereto by NYSDOT subsequent to the development of such Schedule(s) A for the purposes of conforming to New York State or to Federal Highway Administration requirements.

MUNICIPALITY/SPONSOR: **City of Watertown**
PROJECT ID NUMBER: **775315** BIN: **N/A**
COMPTROLLER'S CONTRACT NO.: **D032467**
PHASE: **PER SCHEDULES A**

The Municipality/Sponsor understands that funding is contingent upon the Municipality/Sponsor's compliance with the applicable requirements of the "Procedures for Locally Administered Federal Aid Projects" (available through NYSDOT's web site at: <https://www.nysdot.gov/divisions/operating/opdm/local-programs-bureau/locally-administered-federal-aid-projects>), in particular the Appendices to Chapter 4 entitled Work Requirements, Record Keeping Guidelines and Consultant Selection Procedures, as such may be amended from time to time.

3. *Municipal/Sponsor Deposit.* Where the work is performed by consultant or construction contract entered into with NYSDOT, or by NYSDOT forces, and unless the total non-Federal share of the Project phase is under \$5,000, the Municipality/Sponsor shall deposit with the State Comptroller, prior to the award of NYSDOT's contract or NYSDOT's performance of work by its own forces, the full amount of the non-Federal share of the Project costs due in accordance with Schedule A.

4. *Payment or Reimbursement of Costs.* For work performed by NYSDOT, NYSDOT will directly apply Federal aid and the required Municipal/Sponsor Deposit for the non-Federally-aided portion, and, if applicable, shall request Thruway Authority funding of Marchiselli aid to the Municipality/Sponsor as described below. For work performed by or through the Municipality/Sponsor, NYSDOT will reimburse the Municipality/Sponsor with Federal aid and, if applicable, Marchiselli aid as described below. Billing shall be no more frequent than monthly and must be submitted in no less than six month intervals.

4.1 *Federal Aid.* NYSDOT will administer Federal funds for the benefit of the Municipality/Sponsor for the Federal share and will fund the applicable percentage designated in Schedule A of Federal-aid participating costs incurred in connection with the work covered by this Agreement, subject to the limitations set forth on Schedule A. For work performed by or through the Municipality/Sponsor, NYSDOT will reimburse Federal-aid-eligible expenditures in accordance with NYSDOT policy and procedures.

4.1.1 *Participating Items.* NYSDOT shall apply Federal funds only for that work and those items that are eligible for Federal participation under Title 23 of U.S. Code, as amended, that requires Federal-aid eligible projects to be on the Federal-Aid Highway System ("FAHS"), except for bridge and safety projects that can be off the FAHS. Included among the Federal participating items are the actual cost of employee personal services, and leave and fringe benefit additives. Other participating costs include materials and supplies, equipment use charges or other Federal Participating costs directly identifiable with the eligible project.

4.1.2 *Periodic Reimbursement.* Except where the Municipality/Sponsor proceeds or has proceeded without an agreement with NYSDOT, if the Municipality/Sponsor finds it desirable to have reimbursement made periodically, upon the request and certification therefore by the Municipality/Sponsor, NYSDOT may make Federal-aid progress payments based on either:

- a. billings submitted by the consultant;
- b. payment estimates prepared by NYSDOT's Engineer-in-Charge; or
- c. billings prepared by the Municipality/Sponsor in accordance with NYSDOT requirements, based on costs incurred as disclosed by the records thereof, as required by the Project, with adjustments to be made after audit by NYSDOT or FHWA.

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4.2 *Marchiselli Aid (if applicable)*. NYSDOT will request Thruway Authority reimbursement to the Municipality of the upset amount and designated percentage in Schedule A of the non-overmatched non-Federal share of Federal participating cost, (the "State share"), incurred in connection with the work covered by this Agreement, subject to the limitations set forth on Schedule A. Not all Federal-aid-eligible participating costs are eligible for Marchiselli aid. Only "Eligible Project Costs" (as defined in Marchiselli Program instructions issued by NYSDOT) incurred after April 1, 1991 are reimbursable.

4.2.1 *Marchiselli Eligible Project Costs*. To be eligible for Marchiselli Aid, Project costs must: (a) be eligible for Federal participation as described under §4.1; (b) be for work which, when completed, has a certifiable service life of at least 10 years; and (c) be for a work type that relates directly and exclusively to a municipally-owned highway, bridge or highway-railroad crossing off the State Highway System.

4.2.2 *Periodic Reimbursement*. Except where the Municipality proceeds or has proceeded without a Marchiselli Agreement with NYSDOT, if the Municipality finds it desirable to have reimbursement made periodically, upon the request and certification therefore by the Municipality, NYSDOT may submit a request to the Thruway Authority to make progress payments based on the amount of Federal-aid participating expenditures made to date by the New York State Comptroller. For work performed by or through the Municipality, NYSDOT will reimburse eligible Marchiselli expenditures in accordance with Marchiselli program policy and claims procedures, with adjustments to be made after audit by NYSDOT or FHWA.

4.3 In no event shall this Agreement create any obligation to the Municipality/Sponsor for funding or reimbursement of any amount in excess of:

- (a) the amount stated in Schedule A for the Federal Share; or
- (b) the amount stated in Schedule A as the State (Marchiselli) share or the amount stated in the Comprehensive List, whichever is lower.

4.4 All items included by the Municipality/Sponsor in the record of costs shall be in conformity with accounting procedures acceptable to NYSDOT and the FHWA. Such items shall be subject to audit by the State and the FHWA.

4.5 If Project-related work is performed by NYSDOT, NYSDOT will be paid for the full costs thereof. To effect such payment, the reimbursement to the Municipality/Sponsor provided for in sections 4.1 and 4.2 may be reduced by NYSDOT by the amounts thereof in excess of the Municipal/Sponsor Deposit available for such payment to NYSDOT.

5. *Supplemental Agreements and Supplemental Schedule(s)* A. Supplemental Agreements or Supplemental Schedule(s) A may be entered by the parties, and must be executed and approved in the manner required for a State contract. A Supplemental Schedule A is defined as a Supplemental Agreement which revises only the Schedule A of a prior Agreement or Supplemental Agreement. In the event Project cost estimates increase over the amounts provided for in Schedule A or Eligible Project Costs in the Comprehensive List are increased by the legislature, no additional reimbursement shall be due to the Municipality/Sponsor unless the parties enter into a Supplemental Agreement or Supplemental Schedule A for reimbursement of additional Eligible Project Costs.

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6. *State Recovery of Ineligible Reimbursements.* NYSDOT shall be entitled to recover from the Municipality/Sponsor any monies paid to the Municipality/Sponsor pursuant to this Agreement which are subsequently determined to be ineligible for Federal aid or Marchiselli Aid hereunder.

7. *Loss of Federal Participation.* In the event the Municipality/Sponsor withdraws its approval of the project, suspends or delays work on the Project or takes other action that results in the loss of Federal participation for the costs incurred pursuant to this Agreement, the Municipality/Sponsor shall refund to the State all reimbursements received from the State, and shall reimburse the State for 100% of all preliminary engineering and right-of-way incidental costs incurred by NYSDOT. The State may offset any other State or Federal aid due to the Municipality/Sponsor by such amount and apply such offset to satisfy such refund.

8. *Municipal/Sponsor Liability.*

8.1 If the Municipality/Sponsor performs work under this Agreement with its own forces, it shall be responsible for all damage to person or property arising from any act or negligence performed by or on behalf of the Municipality/Sponsor, its officers, agents, servants or employees, contractors, subcontractors or others in connection therewith. The Municipality/Sponsor specifically agrees that its agents or employees shall possess the experience, knowledge and character necessary to qualify them individually for the particular duties they perform.

8.2 The Municipality/Sponsor shall indemnify and save harmless the State for all damages and costs arising out of any claims, suits, actions, or proceedings resulting from the negligent performance of work by or on behalf of the Municipality/Sponsor its officers, agents, servants, employees, contractors, subcontractors or others under this Agreement. Negligent performance of service, within the meaning of this section, shall include, in addition to negligence founded upon tort, negligence based upon the Municipality/Sponsor's failure to meet professional standards and resulting in obvious or patent errors in the progression of its work.

9. *Maintenance.* Except as otherwise provided for a NYSDOT administered project during its construction phase only, the Municipality/Sponsor shall be responsible for the maintenance of the project at the sole cost and expense of the Municipality/Sponsor. If the Municipality/Sponsor intends to have the project maintained by another, any necessary maintenance agreement will be executed and submitted to NYSDOT before construction of the Project is begun. Upon its completion, the Municipality/Sponsor will operate and maintain the Project at no expense to NYSDOT and, during the useful life of the Project, the Municipality/Sponsor shall not discontinue operation of the Project without the prior written approval of NYSDOT. The Municipality/Sponsor will not dispose of the Project during its useful life without the prior approval of NYSDOT. In the event of such approved disposition, the Municipality/Sponsor shall either cause the purchaser or transferee to assume the Municipality/Sponsor's continuing obligations under this Agreement, or shall reimburse NYSDOT for the pro-rata share of the grant over the remaining useful life of the Project.

10. *Independent Contractor.* The officers and employees of the Municipality/Sponsor, in accordance with the status of the Municipality/Sponsor as an independent contractor, covenant and agree that they will conduct themselves consistent with such status, that they will neither hold themselves out as, nor claim to be, an officer or employee of the State by reason hereof, and that they will not by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the State, including, but not limited to, Workers Compensation coverage, Unemployment Insurance benefits, Social Security or Retirement membership or credit.

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11. *Contract Executory; Required Federal Authorization.* It is understood by and between the parties hereto that this Agreement shall be deemed executory only to the extent of the monies available to the State and no liability on account thereof shall be incurred by the State beyond monies available for the purposes hereof. No phase of work for the project shall be commenced unless and until NYSDOT receives authorization from the Federal government.

12. *Assignment or Other Disposition of Agreement.* The Municipality/Sponsor agrees not to assign, transfer, convey, sublet or otherwise dispose of this Agreement or any part thereof, or of its right, title or interest therein, or its power to execute such Agreement to any person, company or corporation without previous consent in writing of the Commissioner.

13. *Term of Agreement.* As to the Project and phase(s) described in the Schedule A executed herewith, the term of this Agreement shall begin on the date of this Agreement as first above written. This Agreement shall remain in effect so long as Federal-aid and Marchiselli-aid funding authorizations are in effect and funds are made available pursuant to the laws controlling such authorizations and availabilities. However, if such authorizations or availabilities lapse and are not renewed, continued or reenacted, as to funds encumbered or available and to the extent of such encumbrances or availabilities, this Agreement shall remain in effect for the duration of such encumbrances or availabilities. Although the liquidity of encumbrances or the availability of funds may be affected by budgetary hiatuses, a Federal or State budgetary hiatus will not by itself be construed to cause a lapse in this Agreement provided any necessary Federal or State appropriations or other funding authorizations therefore are eventually enacted.

14. *NYSDOT Obligations.* NYSDOT's responsibilities and obligations are as specifically set forth in this contract, and neither NYSDOT nor any of its officers or employees shall be responsible or liable, nor shall the Municipality/Sponsor assert, make or join in any claim or demand against NYSDOT, its officers or employees, for any damages or other relief based on any alleged failure of NYSDOT, its officers or employees, to undertake or perform any act, or for undertaking or performing any act, which is not specifically required or prohibited by this Agreement.

15. *Reporting Requirements.* The Municipality/Sponsor agrees to comply with and submit to NYSDOT in a timely manner all applicable reports required under the provisions of this Agreement, the Procedures for Locally Administered Federal Aid Projects manual and in accordance with current Federal and State laws, rules, and regulations.

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16. *Notice Requirements.*

1. All notices permitted or required hereunder shall be in writing and shall be transmitted either:
 - (a) Via certified or registered United States mail, return receipt requested;
 - (b) By facsimile transmission;
 - (c) By personal delivery;
 - (d) By expedited delivery service; or
 - (e) By e-mail.

Such notices shall be address as follows or to such different addresses as the parties may, from time-to-time designate:

New York State Department of Transportation (NYSDOT)

Name: *Nancy Catalina*
Title: *Regional Local Project Liaison*

Address: *317 Washington St., Watertown, NY 13601*
Telephone Number: *(315) 785-2300*
Facsimile Number: *(315) 785-2315*
E-Mail Address: *ncatalina@dot.state.ny.us*

[Municipality/Sponsor] City of Watertown

Name: *Ms. Mary M. Corriveau*
Title: *City Manager*
Address: *245 Washington St., Watertown, NY 13601*
Telephone Number: *(315) 785-7730*
Facsimile Number: *(315) 782-9014*
E-Mail Address: *mcorriveau@watertown-ny.gov*

2. Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States Mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or email, upon receipt.

The parties may, from time to time, specify any new or different address in the United States as their address for purpose of receiving notice under this Agreement by giving fifteen (15) days written notice to the other party sent in accordance herewith. The parties agree to mutually designate individuals as their respective representatives for the purposes of receiving notices under this Agreement. Additional individuals may be designated in writing by the parties for purposes of implementation and administration/billing, resolving issues and problems and/or for dispute resolution.

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17. *Electronic Contract Payments.* Municipality/Sponsor shall provide complete and accurate supporting documentation of eligible Local expenditures as required by this contract, NYSDOT and the State Comptroller. Following NYSDOT approval of such supporting documentation, payment for invoices submitted by the Municipality/Sponsor shall only be rendered electronically unless payment by paper check is expressly authorized by the Commissioner, in the Commissioner's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with ordinary State procedures and practices. The contracting Local Sponsor shall comply with the State Comptroller's procedures for all Federal and applicable State Aid to authorize electronic payments. Authorization forms are available at the State Comptroller's website at www.osc.state.ny.us/epay/index.htm, by email at epunit@osc.state.ny.us, or by telephone at 518-474-4032. When applicable to State Marchiselli and other State reimbursement by the NYS Thruway, registration forms and instructions can be found at the NYSDOT Local Programs website at www.nysdot.gov/divisions/operating/opdm/local-programs-bureau/locally-administered-federal-aid-projects/Electronic%20Payment%20Guidelines.

The Municipality/Sponsor herein acknowledges that it will not receive payment on any invoices submitted under this Contract agreement if it does not comply with the applicable State Comptroller and/or NYS Thruway Authority's electronic payment procedures, except where the Commissioner has expressly authorized payment by paper check as set forth above.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officials as of the date first above written.

MUNICIPALITY/SPONSOR:

MUNICIPALITY/SPONSOR ATTORNEY:

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

STATE OF NEW YORK)
)ss.:
COUNTY OF **Jefferson**)

On this _____ day of _____, 20__ before me personally came _____ to me known, who, being by me duly sworn did depose and say that he/she resides at _____; that he/she is the _____ of the Municipal/Sponsor Corporation described in and which executed the above instrument; (except New York City) that it was executed by order of the _____ of said Municipal/Sponsor Corporation pursuant to a resolution which was duly adopted on _____ and which a certified copy is attached and made a part hereof; and that he/she signed his name thereto by like order.

Notary Public

APPROVED FOR NYSDOT:

**APPROVED AS TO FORM:
STATE OF NEW YORK ATTORNEY GENERAL**

BY: _____
For Commissioner of Transportation

Agency Certification: In addition to the acceptance of this contract I also certify that original copies of this signature page will be attached to all other exact copies of this contract.

By: _____
Assistant Attorney General

Date: _____

COMPTROLLER'S APPROVAL:

By: _____
For the New York State Comptroller
Pursuant to State Finance Law §112

SCHEDULE A

NYSDOT/Local Agreement – Schedule A

B. Summary of Other (including Non-allocated MARCHISELLI) Participating Costs FOR ALL PHASES For each PIN Fiscal Share, show current costs on the rows indicated as "Current.". Show the old costs from the previous Schedule A on the row indicated as "Old." To compute Total Current Costs in last row, right click in each field and select "Update Field."

| Other PIN Fiscal Shares | 'Current' or 'Old' entry indicator | Funding Source | TOTAL | Other FEDERAL | Other STATE | Other LOCAL |
|-----------------------------|------------------------------------|----------------|--------------|---------------|-------------|--------------|
| 7753.15.121 | Current | STP | \$900,000.00 | \$720,000.00 | \$0.00 | \$180,000.00 |
| | Old | | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| 7753.15.221 | Current | STP | \$40,000.00 | \$32,000.00 | \$0.00 | \$8,000.00 |
| | Old | | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| | Current | | \$ | \$ | \$ | \$ |
| | Old | | \$ | \$ | \$ | \$ |
| | Current | | \$ | \$ | \$ | \$ |
| | Old | | \$ | \$ | \$ | \$ |
| | Current | | \$ | \$ | \$ | \$ |
| | Old | | \$ | \$ | \$ | \$ |
| | Current | | \$ | \$ | \$ | \$ |
| | Old | | \$ | \$ | \$ | \$ |
| | Current | | \$ | \$ | \$ | \$ |
| | Old | | \$ | \$ | \$ | \$ |
| TOTAL CURRENT COSTS: | | | \$940,000.00 | \$752,000.00 | \$ 0.00 | \$188,000.00 |

C. Total Local Deposit(s) Required for State Administered Projects: \$0.00

D. Total Project Costs To compute Total Costs in the last column, right click in the field and select "Update Field."

| Total FEDERAL Cost | Total STATE MARCHISELLI Cost | Total Other STATE Cost | Total LOCAL Cost | Total Costs (all sources) |
|--------------------|------------------------------|------------------------|------------------|---------------------------|
| \$752,000.00 | \$0.00 | \$0.00 | \$188,000.00 | \$940,000.00 |

E. Point of Contact for Questions Regarding this Schedule A (Must be completed) Name: Nancy Catalina
Phone No: 315-785-2300

See Agreement (or Supplemental Agreement Cover) for required contract signatures.

SCHEDULE B

SCHEDULE B: Phases, Subphase/Tasks, and Allocation of Responsibility

Instructions: Enter an "X" to indicate the appropriate Phase, then assign the responsibility for each applicable Subphase task by entering a "X" in either the NYSDOT column to allocate the task to State Labor Forces or a State Contract, or enter an "X" in the other appropriate column to indicate a task allocated to Non-State Labor Forces or a Locally Administered Contract.

| PHASE/SUBPHASE | Allocation of Responsibility | |
|---|------------------------------|--------------|
| | NYSDOT | Municipality |
| A1. Preliminary Engineering ("PE") Phase | | |
| 1. <u>Scoping</u> : Prepare and distribute all required project reports, including an Expanded Project Proposal (EPP) or Scoping Summary Memorandum (SSM), as appropriate. | | X |
| 2. Perform data collection and analysis for design, including traffic counts and forecasts, accident data, land use and development analysis and forecasts. | | X |
| 3. <u>Preliminary Design</u> : Prepare and distribute Design Report/Design Approval Document (DAD), including environmental analysis/assessments, and other reports required to demonstrate the completion of specific design subphases or tasks and/or to secure the approval/authorization to proceed. | | X |
| 4. Review and Circulate all project reports, plans, and other project data to obtain the necessary review, approval, and/or other input and actions required of other NYSDOT units and external agencies. | X | X* |
| 5. Obtain aerial photography and photogrammetric mapping. | | X |
| 6. Perform all surveys for mapping and design. | | X |
| 7. <u>Detailed Design</u> : Perform all project design, including preparation of plan sheets, cross-sections, profiles, detail sheets, specialty items, shop drawings, and other items required in accordance with the Highway Design Manual, including all Highway Design, including pavement evaluations, including taking and analyzing cores; design of Pavement mixes and applications procedures; preparation of bridge site data package, if necessary, and all Structural Design, including hydraulic analyses, if necessary, foundation design, and all design of highway appurtenances and systems (e.g., Signals, IVHS facilities), and maintenance protection of traffic plans. FRA criteria will apply to rail work. | | X |
| 8. Perform landscape design (including erosion control). | | X |

| PHASE/SUBPHASE | Allocation of Responsibility | |
|---|------------------------------|--------------|
| | NYSDOT | Municipality |
| 9. Design environmental mitigation, where appropriate, in connection with: Noise readings, projections, air quality monitoring, emissions projections, hazardous waste, asbestos, determination of need of cultural resources survey. | | X |
| 10. Prepare demolition contracts, utility relocation plans/contracts, and any other plans and/or contract documents required to advance, separate, any portions of the project which may be more appropriately progressed separately and independently. | | X |
| 11. Compile PS&E package, including all plans, proposals, specifications, estimates, notes, special contract requirements, and any other contract documents necessary to advance the project to construction. | | X |
| 12. Conduct any required soils and other geological investigations. | | X |
| 13. Obtain utility information, including identifying the locations and types of utilities within the project area, the ownership of these utilities, and prepare utility relocations plans and agreements, including completion of Form HC-140, titled Preliminary Utility Work Agreement. | | X |
| 14. Determine the need and apply for any required permits, including U.S. Coast Guard, U.S. Army Corps of Engineers, Wetlands (including identification and delineation of wetlands), SPDES, NYSDOT Highway Work Permits, and any permits or other approvals required to comply with local laws, such as zoning ordinances, historic districts, tax assessment and special districts. | | X |
| 15. Prepare and execute any required agreements, including: --Railroad force account --Maintenance agreements for sidewalks, lighting, signals, betterments --Betterment Agreements --Utility Work Agreements for any necessary Utility Relocations of Privately owned Utilities. | | X |
| 16. Provide overall supervision/oversight of design to assure conformity with Federal and State design standards or conditions, including final approval of PS&E by NYSDOT. | X | X* |

| PHASE/SUBPHASE | Allocation of Responsibility | |
|--|------------------------------|--------------|
| | NYSDOT | Municipality |
| 17. The American Recovery and Reinvestment Act (ARRA) projects require additional extensive reporting. The Municipality/Sponsor must include in its construction contract the additional ARRA reporting requirements related to the weekly employment during Construction or as modified by the Federal Highway Administration (FHWA). | N/A | N/A |
| 18. Pursuant to Title IX, Section 902 of the ARRA, the U.S. DOT Comptroller General and his representatives are authorized to: 1) examine any records of the contractor, or any records of its subcontractors, that directly pertain to and involve transactions relating to the contract or subcontract, and 2) interview any officer or employee of the contractor or any of its subcontractors regarding such transactions. | N/A | N/A |
| A2. Right-of-Way (ROW) Incidentals | | |
| 1. Prepare ARM or other mapping, showing preliminary taking lines. | | X |
| 2. Right-of-Way (ROW) mapping and any necessary ROW relocation plans. | | X |
| 3. Obtain abstracts of title and certify those having an interest in Right-of-Way to be acquired. | | X |
| 4. Secure Appraisals. | | X |
| 5. Perform Appraisal Review and establish an amount representing just compensation. | | X |
| 6. Determination of exemption from public hearing that is otherwise required by the Eminent Domain Procedure Law, including "de minimis" determination, as may be applicable. If NYSDOT is responsible for acquiring the right-of-way, this determination may be performed by NYSDOT only if NYSDOT is responsible for the Preliminary Engineering Phase under Phase A1 of this Schedule B. | | X |
| 7. Conduct any public hearings and/or informational meetings as may be required by the Eminent Domain Procedures Law, including the provision of stenographic services, preparation and distribution of transcripts, and response to issues raised at such meetings. | | X |

| PHASE/SUBPHASE | Allocation of Responsibility | |
|---|------------------------------|--------------|
| | NYSDOT | Municipality |
| 8. The American Recovery and Reinvestment Act (ARRA) projects require additional extensive reporting. The Municipality/Sponsor must include in its construction contract the additional ARRA reporting requirements related to the weekly employment during Construction or as modified by the Federal Highway Administration (FHWA). | N/A | N/A |
| 9. Pursuant to Title IX, Section 902 of the ARRA, the U.S. DOT Comptroller General and his representatives are authorized to: 1) examine any records of the contractor, or any records of its subcontractors, that directly pertain to and involve transactions relating to the contract or subcontract, and 2) interview any officer or employee of the contractor or any of its subcontractors regarding such transactions. | N/A | N/A |
| B. Right-of-Way (ROW) Acquisition | | |
| 1. Perform all Right-of-Way (ROW) Acquisition work, including negotiations with property owners, acquisition of properties and accompanying legal work, payments to and/or deposits on behalf of property owners; Prepare, publish, and pay for any required legal notices; and all other actions necessary to secure title to, possession of, and entry to required properties. If NYSDOT is to acquire property on behalf of the Municipality, the Municipality agrees to accept and take title to any and all permanent property rights so acquired which form a part of the completed Project. | | X |
| 2. Provide required relocation assistance, including payment of moving expenses, replacement supplements, mortgage interest differentials, closing costs, mortgage prepayment fees. | | X |
| 3. Conduct condemnation proceedings, court and any other legal actions required to acquire properties. | | X |
| 4. Monitor all ROW Acquisition work and activities, including review and processing of payments of property owners. | X | X* |
| 5. Provide official certification that all right-of-way required for the construction has been acquired in compliance with applicable Federal, State or Local requirements and is available for use and/or making projections of when such property(ies) will be available if such properties are not in hand at the time of contract award. | X | X |
| 6. Conduct any property management activities, including establishment and collecting rents, building maintenance and repairs, and any other activities necessary to sustain properties and/or tenants until the sites are vacated, demolished, or otherwise used for the construction project. | | X |
| 7. Subsequent to completion of the Project, conduct ongoing property management activities in a manner consistent with applicable Federal, State and Local requirements including, as applicable, the development of any ancillary uses, establishment and collection of rent, property maintenance and any other related activities. | | X |

| PHASE/SUBPHASE | Allocation of Responsibility | |
|---|------------------------------|--------------|
| | NYSDOT | Municipality |
| 8. The American Recovery and Reinvestment Act (ARRA) projects require additional extensive reporting. The Municipality/Sponsor must include in its construction contract the additional ARRA reporting requirements related to the weekly employment during Construction or as modified by the Federal Highway Administration (FHWA). | N/A | N/A |
| 9. Pursuant to Title IX, Section 902 of the ARRA, the U.S. DOT Comptroller General and his representatives are authorized to: 1) examine any records of the contractor, or any records of its subcontractors, that directly pertain to and involve transactions relating to the contract or subcontract, and 2) interview any officer or employee of the contractor or any of its subcontractors regarding such transactions. | N/A | N/A |
| C. Construction, Construction Support (C/S) and Construction Inspection (C/I) Phase | | |
| 1. Advertise contract lettings and distribute contract documents to prospective bidders. | X | X* |
| 2. Conduct all contract lettings, including receipt, opening, and analysis of bids, evaluation/certification of bidders, notification of rejected bids/bidders, and awarding of the construction contract(s). | X | X |
| 3. Receive and process bid deposits and verify any bidder's insurance and bond coverage that may be required. | | X |
| 4. Compile and submit Contract Award Documentation Package. | | X |
| 5. Review and approve any proposed subcontractors, vendors, or suppliers. | X | X* |
| 6. Conduct and control all construction activities in accordance with the plans and proposal for the project. Maintain accurate, up-to-date project records and files, including all diaries and logs, to provide a detailed chronology of project construction activities. Procure or provide all materials, supplies and labor for the performance of the work on the project, and insure that the proper materials, equipment, human resources, methods and procedures are used. | | X |
| 7(A). For non-NHS or non-State Highway System Projects: Test and accept materials, including review and approval for any requests for substitutions. | | |
| 7(B). For NHS or State Highway System Projects: Inspection and approval of materials such as bituminous concrete, Portland cement concrete, structural steel, concrete structural elements and/or their components to be used in a federal aid project will be performed by, and according to the requirements of NYSDOT. The Municipality shall make or require provision for such materials inspection in any contract or subcontract that includes materials that are subject to inspection and approval in accordance with the applicable NYSDOT design and construction standards associated with the federal aid project. | | X |

| PHASE/SUBPHASE | Allocation of Responsibility | |
|--|------------------------------|--------------|
| | NYSDOT | Municipality |
| 8. Design and/or re-design the project or any portion of the project that may be required because of conditions encountered during construction. | | X |
| 9. Administer construction contract, including the review and approval of all contractor requests for payment, orders-on-contract, force account work, extensions of time, exceptions to the plans and specifications, substitutions or equivalents, and special specifications. | X | X* |
| 10. The American Recovery and Reinvestment Act (ARRA) projects require additional extensive reporting. The Municipality/Sponsor must include in its construction contract the additional ARRA reporting requirements related to the weekly employment during Construction or as modified by the Federal Highway Administration (FHWA). | N/A | N/A |
| 11. Pursuant to Title IX, Section 902 of the ARRA, the U.S. DOT Comptroller General and his representatives are authorized to: 1) examine any records of the contractor, or any records of its subcontractors, that directly pertain to and involve transactions relating to the contract or subcontract, and 2) interview any officer or employee of the contractor or any of its subcontractors regarding such transactions. | N/A | N/A |
| 12. Review and approve all shop drawings, fabrication details, and other details of structural work. | X | X* |
| 13. Administer all construction contract claims, disputes or litigation. | | X |
| 14. Perform final inspection of the complete work to determine and verify final quantities, prices, and compliance with plans specifications, and such other construction engineering supervision and inspection work necessary to conform to Municipal, State and FHWA requirements, including the final acceptance of the project by NYSDOT. | X | X* |
| D. Requirements for OGS-Let Bituminous Concrete (VPP) and Liquid Bituminous Materials Projects | N/A | N/A |
| Prep work: | | |
| 1. Project development should be coordination with regional safety personnel to ensure conformance to the Safety Appurtenances Program (see Appendix 3E of the Comprehensive Pavement Design Manual) and the 1R process, provided in Appendix 3D of the Comprehensive Pavement Design Manual. | | |
| 2. A Safety Audit Team should review selected sites soon after project selection to identify current safety concerns that should be addressed prior to paving, and analyze current accident data and make recommendations for safety improvements. | | |
| 3. Identify any current conditions experiencing superelevation, (ie., curves where it is determined that existing operating | | |

| | | |
|---|--|--|
| <p>speeds are now causing or may in the future cause, vehicles to travel of the roadway). Evaluate the effectiveness of alternative remediation treatments (signing, delineation, etc). Schedule superelevation or alternative treatments to be done prior to performing pavement work for OGS-let VPP contracts.</p> | | |
| <p>4. Replace missing regulatory or warning signs as noted by the Safety Audit Team.</p> | | |
| <p>5. Conduct other prep work, such as truing and leveling is to be used as at spot locations to remove irregularities in the old pavement, fill and patch pot holes and correct variations in banked pavement.</p> | | |
| <p>6. Safety work should be completed as soon as possible preferably within 2 months of the paving work, unless otherwise specified. This includes replacement of pavement markings, delineation, rumble strips, shoulder work and guide rail replacement, modification or relocation, etc.</p> | | |
| <p>7. As soon as possible, preferably within 2 months of the paving work, unless otherwise specified, overlay splices for side roads and driveways as necessary.</p> | | |

***Municipality has lead responsibility.**

APPENDIX A

APPENDIX A: STANDARD CLAUSES FOR NYS CONTRACTS

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State, whether a contractor, licensor, licensee, lessor, lessee or any other party):

1. **EXECUTORY CLAUSE.** In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

2. **NON-ASSIGNMENT CLAUSE.** In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the previous consent, in writing, of the State and any attempts to assign the contract without the State's written consent are null and void. The Contractor may, however, assign its right to receive payment without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

3. **COMPTROLLER'S APPROVAL.** In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds \$50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed \$85,000 (State Finance Law Section 163.6.a).

4. **WORKERS' COMPENSATION BENEFITS.** In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

5. **NON-DISCRIMINATION REQUIREMENTS.** To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

6. **WAGE AND HOURS PROVISIONS.** If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing

wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law.

7. NON-COLLUSIVE BIDDING CERTIFICATION. In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

8. INTERNATIONAL BOYCOTT PROHIBITION. In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2NYCRR 105.4).

9. SET-OFF RIGHTS. The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter or three (3) years after final payment, whichever is later. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION. (a) **FEDERAL EMPLOYER IDENTIFICATION NUMBER and/or FEDERAL SOCIAL SECURITY NUMBER.** All invoices or New York State standard vouchers submitted for payment for the sale of goods or services or the lease of real or personal property to a New York State agency must include the payee's identification number, i.e., the seller's or lessor's identification number. The number is either the payee's Federal employer identification number or Federal social security number, or both such numbers when the payee has both such numbers. Failure to include this number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or New York State standard voucher, must give the reason or reasons why the payee does not have such number or numbers.

(b) **PRIVACY NOTIFICATION.** (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in

Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law.

(2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in New York State's Central Accounting System by the Director of Accounting Operations, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN. In accordance with Section 312 of the Executive Law, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the contractor's obligations herein; and

(c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of "a", "b", and "c" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State; or (iii) banking services, insurance policies or the sale of securities. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this section. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Empire State Development Corporation's Division of Minority and Women's Business Development (MWBD) pertaining hereto.

13. CONFLICTING TERMS. In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

14. GOVERNING LAW. This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

15. LATE PAYMENT. Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

16. NO ARBITRATION. Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

17. SERVICE OF PROCESS. In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS. The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of State Finance Law §165. (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in §165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES (NON-FEDERAL AID NEW YORK STATE CONTRACTS). In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

20. OMNIBUS PROCUREMENT ACT OF 1992 (NON-FEDERAL AID NEW YORK STATE CONTRACTS). It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development
Division for Small Business
30 South Pearl St -- 7th Floor
Albany, New York 12245
Telephone: 518-292-5220

A directory of certified minority and women-owned business enterprises is available from:

NYS Department of Economic Development
Division of Minority and Women's Business Development
30 South Pearl St -- 2nd Floor
Albany, New York 12245

<http://www.empire.state.ny.us>

The Omnibus Procurement Act of 1992 requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million:

- (a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;
- (b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;
- (c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and
- (d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

21. RECIPROCITY AND SANCTIONS PROVISIONS (NON-FEDERAL AID NEW YORK STATE CONTRACTS). Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 15, 2002, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii. Contact NYS Department of Economic Development for a current list of jurisdictions subject to this provision.

22. PURCHASES OF APPAREL. In accordance with State Finance Law 162 (4-a), the State shall not purchase any apparel from any vendor unable or unwilling to certify that: (i) such apparel was manufactured in compliance with all applicable labor and occupational safety laws, including, but not limited to, child labor laws, wage and hours laws and workplace safety laws, and (ii) vendor will supply, with its bid (or, if not a bid situation, prior to or at the time of signing a contract with the State), if known, the names and addresses of each subcontractor and a list of all manufacturing plants to be utilized by the bidder.

23. CONTRACT TERMINATION PROVISION. The State reserves the right to terminate this contract in the event it is found that the certification filed by the Contractor in accordance with the requirements contained in State Finance Laws §139j and §139k was intentionally false or intentionally incomplete. Upon such finding, the State may exercise its termination right by providing written notification to the Contractor in accordance with the written notification terms of the contract.

24. PERSONAL INFORMATION SECURITY. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208). Contractor shall be liable for the costs associated with such breach if caused by Contractor's negligent or willful acts or omissions, or the negligent or willful acts or omissions of Contractor's agents, officers, employees or subcontractors.

APPENDIX B

APPENDIX B: REQUIREMENTS FOR FEDERALLY AIDED TRANSPORTATION PROJECTS

There is a substantial body of requirements attached to the use of Federal highway or transportation aid. These requirements create or overlay processes, procedures, documentation requirements, authorizations, approvals and certifications that may be substantially greater or different from those that are not funded with Federal-aid and proceed under applicable State and local laws, customs and practices. Under Title 23 of the United States Code, NYSDOT is responsible for the administration of transportation projects in New York State to which NYSDOT provides Federal highway or transportation-related aid. Through this Agreement, which provides or is associated with such funding, NYSDOT delegates various elements of project and funding administration as described elsewhere in this Agreement. In undertaking a Federally aided project, the Municipality/Sponsor, Authority or Project Manager designated under this Agreement with Federal-aid funding or project administration undertakes to proceed in compliance with all the applicable Federal-aid requirements.

NYSDOT has, in cooperation with FHWA, assembled the body of Federal-aid requirements, together with information, NYSDOT procedures and practices in its "Procedures for Locally Administered Federal-Aid Projects" (available through NYSDOT's web site at: <https://www.nysdot.gov/portal/page/portal/divisions/operating/opdm/community-assistance-delivery-bureau/locally-administered-federal-aid-projects>). In addition, the Municipality/Sponsor, Authority or Project Manager designated under this Agreement with Federal-aid funding or project administration that enters Federally aided project construction contracts is required to physically incorporate into all its Federally aided construction contracts and subcontracts there under the provisions that are contained in Form FHWA-1273 (available from NYSDOT or electronically at: <http://www.fhwa.dot.gov/programadmin/contracts/1273.htm>).

In addition to the referenced requirements, the attention of Municipality/Sponsor hereunder is directed to the following requirements and information:

NON DISCRIMINATION/EEO/DBE REQUIREMENTS

The Municipality/Sponsor and its contractors agree to comply with Executive Order 11246, entitled "Equal Employment Opportunity" and Department of Transportation regulations (49CFR Parts 21, 23, 25, 26 and 27) and the following:

1. **NON DISCRIMINATION**. No person shall, on the ground of race, color, creed, national origin, sex, age or handicap, be excluded from participation in, or denied the benefits of, or be subject to, discrimination under the Project funded through this Agreement.
2. **EQUAL EMPLOYMENT OPPORTUNITY**. In connection with the execution of this Agreement, the Municipality/Sponsor's contractors or subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, age, color, sex or national origin. Such contractors shall take affirmative actions to ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex, national origin or age. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
3. **DISADVANTAGED BUSINESS ENTERPRISES**. In connection with the performance of this Agreement, the Municipality/Sponsor shall cause its contractors to cooperate with the State in meeting its commitments and goals with regard to the utilization of Disadvantaged Business Enterprises (DBEs) and will use its best efforts to ensure that DBEs will have opportunity to compete for subcontract work under this Agreement. Also, in this connection the Municipality or Sponsor shall cause its contractors to undertake such actions as may be necessary to comply with 49CFR Part 26.

FEDERAL SINGLE AUDIT REQUIREMENTS

Non-Federal entities that expend \$500,000 or more in a year in Federal awards from all sources are required to comply with the Federal Single Audit Act provisions contained in U.S. Office of Management and Budget (OMB) Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations". Non-Federal entities

that expend Federal awards from a single source may provide a program specific audit, as defined in the Circular. Non-Federal entities that expend less than \$500,000 in a year in Federal awards from all sources are exempt from Federal audit requirements for that year, except as noted in Sec. ____ . 215 (a) of OMB Circular A-133 Subpart B-- Audits, records must be available for review or audit by appropriate officials of the cognizant Federal agency¹ the New York State Department of Transportation, the New York State Comptroller's Office and the U.S. Governmental Accountability Office (GAO).

Non-Federal entities are required to submit a copy of all audits, as described above, within 30 days of issuance of audit report, but no later than 9 months after the end of the entity's fiscal year, to the New York State Department of Transportation, Contract Audit Bureau, 50 Wolf Road, Albany, NY 12232. Unless a time extension has been granted by the cognizant Federal Agency and has been filed with the New York State Department of Transportation's Contract Audit Bureau, failure to comply with the requirements of OMB Circular A-133 may result in suspension or termination of federal award payments.

THE CATALOG OF FEDERAL DOMESTIC ASSISTANCE

The Catalog of Federal Domestic Assistance (CFDA), is an on-line database of all Federally-aided programs available to State, and local governments (including the District of Columbia); federally -recognized Indian tribal governments; Territories (and possessions) of the United States; domestic public, quasi-public, and private profit and nonprofit organizations and institutions; specialized groups; and individuals. The database is accessible at <http://www.cfda.gov/>.

THE CFDA IDENTIFICATION NUMBER

OMB Circular A-133 requires all Federal-aid recipients to identify and account for awards and expenditures by CFDA Number. The Municipality/Sponsor is required to identify in its accounts all Federal awards received and expended, and the Federal programs under which they were received. Federal program and award identification shall include, as applicable, the CFDA title and number, award number and year, name of the Federal agency, and name of the pass-through entity.

The most commonly used CFDA number for the Federal-aid Highway Planning and Construction program is 20.205. Additional CFDA numbers for other transportation and non-transportation related programs are:

20.215, Highway Training and Education

20.219, Recreational Trails Program

20.XXX, Highway Planning and Construction - Highways for LIFE;

20.XXX, Surface Transportation Research and Development;

20.500, Federal Transit-Capital Investment Grants

20.505, Federal Transit-Metropolitan Planning Grants

20.507, Federal Transit-Formula Grants

20.509, Formula Grants for Other Than Urbanized Areas

20.600, State and Community Highway Safety

23.003, Appalachian Development Highway System

23.008, Appalachian Local Access Roads

PROMPT PAYMENT MECHANISMS

(a) You must establish, as part of your DBE program, a contract clause to require prime contractors to pay subcontractors for satisfactory performance of their contracts no later than 7 calendar days from receipt of each payment you make to the prime contractor.

(b) You must ensure prompt and full payment of retainage from the prime contractor to the subcontractor within 7 calendar days after the subcontractor's work is satisfactorily completed. You must use one of the following methods to comply with this requirement:

(1) You may decline to hold retainage from prime contractors and prohibit prime contractors from holding retainage from subcontractors.

(2) You may decline to hold retainage from prime contractors and require a contract clause obligating prime

¹ The designated cognizant agency for audit shall be the Federal awarding agency that provides the predominant amount of direct funding to a recipient unless OMB changes it.

contractors to make prompt and full payment of any retainage kept by prime contractor to the subcontractor within 7 calendar days after the subcontractor's work is satisfactorily completed.

(3) You may hold retainage from prime contractors and provide for prompt and regular incremental acceptances of portions of the prime contract, pay retainage to prime contractors based on these acceptances, and require a contract clause obligating the prime contractor to pay all retainage owed to the subcontractor for satisfactory completion of the accepted work within 7 calendar days after your payment to the prime contractor.

(c) For purposes of this section, a subcontractor's work is satisfactorily completed when all the tasks called for in the subcontract have been accomplished and documented as required by the recipient. When a recipient has made an incremental acceptance of a portion of a prime contract, the work of a subcontractor covered by that acceptance is deemed to be satisfactorily completed.

(d) Your DBE program must provide appropriate means to enforce the requirements of this section. These means may include appropriate penalties for failure to comply, the terms and conditions of which you set. Your program may also provide that any delay or postponement of payment among the parties may take place only for good cause, with your prior written approval.

(e) You may also establish, as part of your DBE program, any of the following additional mechanisms to ensure prompt payment:

(1) A contract clause that requires prime contractors to include in their subcontracts language providing that prime contractors and subcontractors will use appropriate alternative dispute resolution mechanisms to resolve payment disputes. You may specify the nature of such mechanisms.

(2) A contract clause providing that the prime contractor will not be reimbursed for work performed by subcontractors unless and until the prime contractor ensures that the subcontractors are promptly paid for the work they have performed.

(3) Other mechanisms, consistent with this part and applicable state and local law, to ensure that DBEs and other contractors are fully and promptly paid.

RESOLUTION

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officials as of the date first above written.

MUNICIPALITY/SPONSOR:

MUNICIPALITY/SPONSOR ATTORNEY:

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

STATE OF NEW YORK)
)ss.:
COUNTY OF **Jefferson**)

On this _____ day of _____, 20__ before me personally came _____ to me known, who, being by me duly sworn did depose and say that he/she resides at _____; that he/she is the _____ of the Municipal/Sponsor Corporation described in and which executed the above instrument; (except New York City) that it was executed by order of the _____ of said Municipal/Sponsor Corporation pursuant to a resolution which was duly adopted on _____ and which a certified copy is attached and made a part hereof; and that he/she signed his name thereto by like order.

Notary Public

APPROVED FOR NYSDOT:

APPROVED AS TO FORM:
STATE OF NEW YORK ATTORNEY GENERAL

BY: _____
For Commissioner of Transportation

By: _____
Assistant Attorney General

Agency Certification: In addition to the acceptance of this contract I also certify that original copies of this signature page will be attached to all other exact copies of this contract.

Date: _____

COMPTROLLER'S APPROVAL:

By: _____
For the New York State Comptroller
Pursuant to State Finance Law §112

Res No. 14

April 12, 2010

To: City Council

From: Jeffrey E. Graham, Mayor

Subject: Approving Employment Agreement Between the City of Watertown and
Donna M. Dutton, City Clerk

Attached is a resolution in support of the employment agreement with City Clerk, Donna M. Dutton. Per our previous discussions, the contract is for two years commencing on May 1, 2010 and concluding April 30, 2012.

All the other terms and conditions remain the same with the exception of the salary, the numbers for which are indicated within the contract.

This document has been reviewed by the City Attorney for form, and has been reviewed by Mrs. Dutton as well.

RESOLUTION

Page 1 of 1

Approving Employment Agreement Between the City of Watertown and Donna M. Dutton, City Clerk

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

Total

| YEA | NAY |
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Introduced by

WHEREAS the Charter of the City of Watertown details the Power and Duties of the Watertown City Council, and

WHEREAS in accordance with §20, Paragraph 5, the Council has a duty to enter into a contract with an appointed City Clerk for a period of time, which may, by reason of its duration, bind a future Council to its terms. However, in no event shall any Council enter into any one contract with an appointed City Clerk for a period exceeding two years, and

WHEREAS the City Council of the City of Watertown has completed a review of the City Clerk’s performance, and

WHEREAS the Council feels that the Clerk has served the City of Watertown as provided for in the Charter of the City of Watertown,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby approves the Employment Agreement between the City of Watertown and Donna M. Dutton, a copy of which is attached and made a part of this resolution, and

BE IT FURTHER RESOLVED that the Mayor, Jeffrey E. Graham, is hereby authorized and directed to execute the Employment Agreement on behalf of the City of Watertown.

Seconded by

EMPLOYMENT AGREEMENT

THIS AGREEMENT, is made and entered into this ____ day of April, 2010, by and between the City of Watertown, a municipal corporation hereinafter called "Employer or City Council," and Donna M. Dutton, hereinafter called "Employee or City Clerk."

WITNESSETH

WHEREAS, Employer desires to continue to employ the services of Donna M. Dutton as City Clerk of the City of Watertown, as provided for in the Charter of the City of Watertown; and

WHEREAS, it is the desire of the City Council to provide certain benefits, establish certain conditions of employment and to set working conditions of said Employee; and

WHEREAS, it is the desire of the City Council to (1) secure and retain the services of Employee, and to provide inducement for her to remain in such employment, (2) to make possible full work productivity and independence by assuring Employee's morale and peace of mind with respect to future security, and (3) to provide a just means for terminating Employee's service at such time that the City Council may desire; and

WHEREAS, Employee desires to continue employment as City Clerk of the City of Watertown;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

Section 1. Power and Duties of the City Clerk

The City Council hereby agrees to employ Donna M. Dutton as City Clerk of the City of Watertown to perform the functions and duties specified in the Watertown City Charter and to perform other legally permissible and proper duties and functions as the City Council shall from time to time assign, subject to this Agreement.

Section 2. Term

- A. The City Clerk serves at the pleasure of the City Council and nothing herein shall be taken to prevent, limit or otherwise interfere with the right of the City Council to terminate the service of the City Clerk at any time, subject only to the provisions of Section 3 of this Agreement.
- B. The term of this Agreement shall be May 1, 2010 through April 30, 2012.

- C. In the event Employee voluntarily resigns as City Clerk before expiration of the term of this Agreement, then Employee shall give the City Council thirty (30) calendar days advance notice unless the parties agree otherwise.

Section 3. Early Termination and Severance Pay

- A. In the event employment of the City Clerk is terminated, other than for just cause (as defined in Paragraph 3(D)), and prior to the expiration of the term of this Agreement, the City Council agrees to pay Employee six months' salary, on a biweekly basis as a severance. The City will, during that time, and thereafter continue to provide medical insurance for the City Clerk according to the Benefits Policy for Management and Management Confidential Employees who were hired prior to July 1, 1983. Employee shall also be compensated upon termination in a lump sum for all earned vacation calculated at the rate of pay in effect upon termination, less appropriate withholdings.
- B. For purposes of this Section 3, a failure of the City Council to renew the City Clerk's Contract shall not be deemed a termination entitling the City Clerk to severance pay if the City Council shall notify the City Clerk, in writing, by February 1st of the year requiring renewal, that the Contract shall not be renewed. If the City Council does not inform the City Clerk by February 1st of the year requiring renewal that the Contract will not be renewed, then any subsequent failure to renew shall entitle the City Clerk to the Severance Pay called for in Section 3(A).
- C. In the event City Council at any time reduces the salary, compensation or other benefits of the City Clerk in an amount greater than the applicable as across-the-board reduction for all employees at the City, or the City Clerk resigns following a suggestion, either formal or informal, by the City Council that she resign, then in that event the City Clerk may at her option, be deemed terminated, and entitled to the benefits as provided in Section 3(A). However, prior to a "deemed" termination, the City Clerk must give the City Council notice of her intention to treat a particular action as a termination and provide the City Council ten (10) days to "cure" any claimed termination.
- D. In the event the City Clerk is terminated for "just cause" then the Employer's only obligation to the City Clerk is to pay all compensation and benefits accrued but unpaid at the date of termination. "Just cause" is defined as the commission of a crime or other actions involving dishonesty or moral turpitude.
- E. Contemporaneously with the delivery of all of the severance pay set forth above, the City Clerk agrees to execute and deliver to Employer a release, releasing Employer from all claims that City Clerk may have against Employer.
- F. The terms of this Agreement shall remain in full force and effect unless and until it expires of its own terms, or is sooner terminated.

Section 4. Salary

For the first year of this Agreement, Employer agrees to pay Donna M. Dutton for her services as City Clerk an annual gross salary of \$63,125.00, payable in installments at the same time as other employees of the City of Watertown are paid. For the second year of this Agreement, Employer agrees to pay an annual gross salary of \$64,387.00, payable in the same manner.

Section 5. Retirement Benefits

- A. The City Clerk shall be covered by the same retirement system as all other non-public safety employees (New York State Employee Retirement System).
- B. In the event the City Clerk shall retire while in the employ of the City, Employer will provide medical insurance for the City Clerk according to the Benefits Policy for Management and Management Confidential Employees who were hired prior to July 1, 1983.
- C. The City Clerk shall have the option of converting up to 3 sick days and 3 vacation days, per fiscal year, into dollars to be contributed to the employee's Section 457 deferred compensation plan.

Section 6. Health Insurance

The Clerk shall be covered by the same health plan as all other management employees.

Section 7. Other Benefits

Employee may, at her option, carry over not more than ten (10) days vacation leave in any one given year. Such carryover of vacation leave shall not be cumulative from year to year. Employee shall continue to earn thirty (30) days vacation per year. Employee's accrual of sick leave shall be at the rate per the existing City policy.

Section 8. Professional Development

Employer agrees to budget for and to pay for professional dues, subscriptions, travel and subsistence expenses of the City Clerk for professional participation and travel, meetings and occasions adequate to continue her professional development. Said participation on City time shall include the International Institute of Municipal Clerks dues. New York State Association of City and Village Clerks conference and dues and the New York State Association of Municipal Historians dues.

Section 9. Performance Evaluation

The City Council shall review and evaluate the performance of the City Clerk as required by the City's Charter. Employer agrees to review base salary and/or other benefits of the City Clerk at the time of her review, in such amounts and to such extent as the City Council may determine that it is desirable to do so, in light of performance by City Clerk.

Section 10. Indemnification

Employer shall defend and indemnify Employee, in accordance with Section 18 of the N.Y. Public Officers Law, in any action or special proceedings arising from Employee's performance of duties as City Clerk, unless those actions were illegal or otherwise outside the scope of her duties or authority.

Section 11. Notices

Notices pursuant to this Agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

(1) EMPLOYER: Mayor of the City of Watertown
Suite 302, Municipal Building
245 Washington Street
Watertown, New York 13601

(2) EMPLOYEE: Donna M. Dutton
1137 State Street
Watertown, New York 13601

Alternatively, notices required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service.

Section 12. General Provisions

- A. The text herein shall constitute the entire Agreement between the parties.
- B. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, of portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.
- C. There shall be no changes in this Agreement, unless agreed to in writing and approved by majority vote on the Council and by Employee.
- D. This Agreement is subject to all provisions of the City Charter of Watertown, New York

IN WITNESS WHEREOF, the City of Watertown has caused this Agreement to be signed and executed on its behalf by its Mayor and the Employee has signed and executed this Agreement, both in duplicate, the day and year first above writing.

Date: _____

City of Watertown
By: Jeffrey E. Graham, Mayor

Date: _____

Donna M. Dutton
Employee

Res No. 15

April 15, 2010

To: City Council

From: Jeffrey E. Graham, Mayor

Subject: Approving Employment Agreement Between the City of Watertown and Mary M. Corriveau, City Manager

I am offering for your consideration a resolution in support of an employment agreement with City Manager, Mary M. Corriveau. The contract is for two years commencing on May 1, 2010 and concluding April 30, 2012. Based on previous discussions with all parties, I felt it was appropriate to include this in the agenda for this meeting.

All the other terms and conditions remain the same with the exception of the salary, the numbers for which are indicated within the contract.

This document has been reviewed by the City Attorney for form, and has been reviewed by Mrs. Corriveau as well.

RESOLUTION

Page 1 of 1

Approving Employment Agreement Between the City of Watertown and Mary M. Corriveau, City Manager

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

Total

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Introduced by

WHEREAS the City Council of the City of Watertown has done a review of the City Manager's contract and performance, and

WHEREAS the City Council feels that the Manager has served the City of Watertown as provided for in the Charter of the City of Watertown and in the Optional City Government Law as contained at Chapter 444 of the Laws of 1914,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby approves the Employment Agreement between the City of Watertown and Mary M. Corriveau, a copy of which is attached and made a part of this resolution, and

BE IT FURTHER RESOLVED that the Mayor, Jeffrey E. Graham, is hereby authorized and directed to execute the Employment Agreement on behalf of the City of Watertown.

Seconded by

EMPLOYMENT AGREEMENT

THIS AGREEMENT, is made and entered into this day of April, 2010, by and between the City of Watertown, a municipal corporation hereinafter called "Employer or City Council", and Mary M. Corriveau, hereinafter called "Employee or City Manager."

WITNESSETH

WHEREAS, Employer desires to continue to employ the services of Mary M. Corriveau as City Manager of the City of Watertown, as provided for in the Charter of the City of Watertown and in the Optional City Government Law as contained at Chapter 444 of the Laws of 1914; and

WHEREAS, it is the desire of the City Council to provide certain benefits, establish certain conditions of employment and to set working conditions of said Employee; and

WHEREAS, it is the desire of the City Council to (1) secure and retain the services of Employee, and to provide inducement for her to remain in such employment, (2) to make possible full work productivity and independence by assuring Employee's morale and peace of mind with respect to future security, and (3) to provide a just means for terminating Employee's services at such time that the City Council may desire; and

WHEREAS, Employee desires to continue employment as City Manager of the City of Watertown;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

Section 1. Powers and Duties of the City Manager.

The City Council hereby agrees to employ Mary M. Corriveau as City Manager of the City of Watertown to perform the functions and duties specified in the Watertown City Charter and in the Chapter 444 of the Laws of New York of 1914, and to perform other legally permissible and proper duties and functions as the City Council shall from time to time assign, subject to this Agreement.

Section 2. Term.

- A. The City Manager serves at the pleasure of the City Council and nothing herein shall be taken to prevent, limit or otherwise interfere with the right of the City Council to terminate the services of the City Manager at any time, subject only to the provisions of Section 3 of this Agreement.

- B. The term of this Agreement shall be May 1, 2010 through April 30, 2012.
- C. In the event Employee voluntarily resigns as City Manager before expiration of the term of this Agreement, then Employee shall give the City Council thirty (30) calendar days advance notice unless the parties agree otherwise.

Section 3. Early Termination and Severance Pay.

- A. In the event employment of the City Manager is terminated, other than for just cause, and prior to the expiration of the term of this Agreement (as defined in Paragraph 3 (D)), the City Council agrees to pay Employee six (6) months (1/2 year) salary, on a biweekly basis, and continue to pay Employee's health insurance premiums for a period of six (6) months (1/2 year) from termination. In the event Employee commences comparable employment in her field prior to six months from the effective date of termination, the City Council's obligation to pay for health insurance premiums and salary shall then cease. Employee shall make good faith efforts in seeking such comparable employment. Employee shall also be compensated for all earned vacation calculated at the rate of pay in effect upon termination.
- B. For purposes of this Section 3, a failure of the City Council to renew the City Manager's Contract shall not be deemed a termination entitling the City Manager to severance pay if the City Council shall notify the City Manager, in writing, by February 1st of the year requiring renewal, that the Contract shall not be renewed. If the City Council does not inform the City Manager by February 1st of the year requiring renewal that the Contract will not be renewed, then any subsequent failure to renew shall entitle the City Manager the Severance Pay called for in Section 3(A).
- C. In the event the Employee is terminated, for other than just cause, and after six (6) months she is unable to sell her City residence at fair market value as determined herein, the City Council will reimburse the Employee the difference between the good faith, arms length sales price obtained and the residence's fair market value. Fair market value is to be determined by using the average of three appraisals, (based upon comparable sales) by licensed local real estate brokers. Each of the Employer and Employee shall select, and pay for, one appraisal each. The third appraiser is to be elected by the two previously selected appraisers, and will be paid for by the Employer.

- D. In the event City Council at any time reduces the salary, compensation or other benefits of the City Manager in an amount greater than that applicable as an across-the board reduction for all employees of the City, or the City Manager resigns following a suggestion, either formal or informal, by the City Council that she resign, then in that event the City Manager may at her option, be deemed terminated, and entitled to the benefits as provided in Section 3 (A). However, prior to a “deemed” termination, the City Manager must give the City Council notice of her intention to treat a particular action as a termination and provide the City Council ten (10) days to “cure” any claimed termination.
- E. In the event the City Manager is terminated for “just cause,” then the Employer’s only obligation to the City Manager is to pay all compensation and benefits accrued but unpaid at the date of termination. “Just cause” is defined as the commission of a crime or other actions involving dishonesty or moral turpitude.
- F. Contemporaneously with the delivery of all of the severance pay set forth above, the City Manager agrees to execute and deliver to Employer a release, releasing Employer from all claims that City Manager may have against Employer.
- G. The terms of this Agreement shall remain in full force and effect unless and until it expires of its own terms, or is sooner terminated.

Section 4. Salary.

Employer agrees to pay Mary M. Corriveau for her services as City Manager an annual gross salary of \$100,786 beginning May 1, 2010 and \$102,802 beginning May 1, 2011, payable in installments at the same time as other employees of the City of Watertown are paid.

Section 5. Retirement Benefits.

- A. The City Manager shall be covered and governed by the same retirement system as all other non-public safety employees (New York State Employee Retirement System).
- B. In the event the City Manager shall retire while in the employ of the City, Employer will pay seventy-five percent (75%) of the premium for health insurance policy and the Employee shall pay the remaining.
- C. The City Manager shall have the option of converting up to three (3) sick days and three (3) vacation days, per fiscal year, into dollars to be contributed to the employee’s Section 457 deferred compensation plan.

Section 6. Health Insurance.

- A. The City Manager shall be covered by the same health plan as all other management employees, except that the City Manager shall pay 25% of the premium for health insurance coverage.

Section 7. Other Benefits.

- A. Employee may, at her option, carry over not more than ten (10) days vacation leave in any one given year. Such carryover of vacation leave shall not be cumulative from year to year. Employee shall continue to earn thirty (30) days vacation per year. Employee's accrual of sick leave shall be at the rate per the existing City policy.

Section 8. Professional Development.

Employer agrees to budget for and to pay the professional dues, subscriptions, travel and subsistence expenses of the City Manager for professional participation and travel, meetings and occasions adequate to continue her professional development. Said participation on City time shall include the International City Management Association (ICMA) annual conference and dues, the New York State Municipal Management Association annual conference and dues, the NYSPELRA annual conference, and the New York State Conference of Mayors annual conference.

Section 9. Performance Evaluation.

The City Council shall review and evaluate the performance of the City Manager as required by the City's Charter. Employer agrees to review base salary and/or other benefits of the City Manager at the time of her review, in such amounts and to such extent as the City Council may determine that it is desirable to do so, in light of performance by City Manager.

Section 10. Indemnification.

Employer shall defend and indemnify Employee, in accordance with Section 18 of the N. Y. Public Officers Law, in any action or special proceeding arising from Employee's performance of duties as City Manager, unless those actions were illegal or otherwise outside the scope of her duties or authority.

Section 11. Notices.

Notices pursuant to this Agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

- (1) EMPLOYER: Mayor of the City of Watertown
Suite 302, Municipal Building
245 Washington Street
Watertown, New York 13601

- (2) EMPLOYEE: Mary M. Corriveau
1350 Loomus Drive
Watertown, New York 13601

Alternatively, notices required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service.

Section 12. General Provisions.

- A. The text herein shall constitute the entire Agreement between the parties.

- B. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, of portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

- C. There shall be no changes in this Agreement unless agreed to in writing and approved by majority vote on the Council and by Employee.

- D. This Agreement is subject to all provisions of the City Charter of Watertown, New York.

IN WITNESS WHEREOF, the City of Watertown has caused this Agreement to be signed and executed in its behalf by its Mayor and duly attested by its City Clerk, and the Employee has signed and executed this Agreement, both in duplicate, the day and year first above written.

Mayor of the City of Watertown

ATTEST:

City Clerk
(Seal)

APPROVED AS TO FORM:

City Attorney

Mary M. Corriveau, City Manager

Res No. 16

April 15, 2010

To: The Honorable Mayor and City Council

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

Subject: Finding That the Approval of the Zone Change Application of Ryan Churchill of GYMO P.C. on Behalf of Patrick Donegan of Millennium Development to Amend the Approved Plan and Allowed Signage Schedule for Planned Development District No. 23 Will Not Have a Significant Impact on the Environment

The development proposed by Patrick Donegan in Planned Development District No. 23 is a Type I Action pursuant to the State Environmental Quality Review Act. The Amendment to the approved plan for the district, therefore, requires a coordinated review with other involved agencies. The coordinated review was initiated on March 1, 2010. There have been no objections to the City Council being established as Lead Agency. Copies of all correspondence received from other involved agencies are attached.

The City Council should complete Part II and Part III, if necessary, of the Full Environmental Assessment Form before voting on the resolution. This resolution must be approved before the City Council votes on the Ordinance for the zone amendment.

RESOLUTION

Page 1 of 2

Finding that the Approval of the Zone Change Application of Ryan Churchill of GYMO, P.C. on behalf of Patrick Donegan of Millennium Development, to Amend the Approved Plan and Allowed Signage Schedule for Planned Development District # 23 Will Not Have A Significant Impact on the Environment

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

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Introduced by

WHEREAS the City Council of the City of Watertown, New York has before it an Ordinance for the zone change application of Ryan Churchill of GYMO, P.C., on behalf of Patrick Donegan of Millennium Development to amend the approved plan and allowed signage schedule for Planned Development District No. 23, Parcels No. 8-53-102.001, 8-53-103.100, 8-53-106.100, 8-53-107, 8-53-108.100, 8-53-110, and 8-53-114, and

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

WHEREAS the proposed project would constitute such an Action, and

WHEREAS the City Council has determined that the proposed project is a “Type I Action”, as that term is defined in 6 NYCRR Section 617.2, and

WHEREAS the City initiated a coordinated review with all other involved agencies and received no objections to the City Council being established as the lead agency, and

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

RESOLUTION

Page 2 of 2

Finding that the Approval of the Zone Change Application of Ryan Churchill of GYMO, P.C. on behalf of Patrick Donegan of Millennium Development, to Amend the Approved Plan and Allowed Signage Schedule for Planned Development District # 23 Will Not Have A Significant Impact on the Environment

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

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

1. It is established as lead agency for the purposes of the State Environmental Quality Review.
2. Based upon its examination of the Environmental Assessment Form, in comparison of the proposed action with the criteria set forth in 6 NYCRR Section 617.7, no significant impact on the environment is known and the amendment to the PDD plan and signage schedule and the construction of the project will not have a significant impact on the environment.
3. The Mayor of the City of Watertown is authorized to execute the Environmental Assessment Form to the affect that the City Council is issuing a negative declaration under SEQRA.
4. This resolution shall take effect immediately.

Seconded by

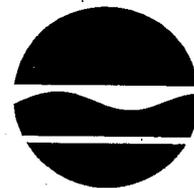
New York State Department of Environmental Conservation

Division of Environmental Permits, Region 6

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

Phone: (315) 785-2245 • FAX: (315) 785-2242

Website: www.dec.ny.gov



Alexander B. Grannis
Commissioner

March 16, 2010

Kenneth A. Mix
Planning and Community Development Coordinator
City of Watertown
Room 302, Municipal Bldg
245 Washington St
Watertown, NY 13601



**RE: Planned Development District #23 Amendment
SEQRA Lead Agency Determination
Watertown (City), Jefferson County**

Dear Mr. Mix:

On behalf of the New York State Department of Environmental Conservation (Department), I have reviewed the preliminary engineering plans, the endangered species investigation and the Full Environmental Assessment Form for the proposed development, and the City's desire to act as lead agency. Based on the direct impact of the project on the local community, it is my conclusion that the City of Watertown is the appropriate entity to act as lead agency. For your information, I am providing the Department's areas of jurisdiction and concerns.

If the development of this site involves more than one acre of disturbance, in accordance with Environmental Conservation Law Article 17, Titles 7, 8; Article 70, a Stormwater Pollution Prevention Plan and coverage under the State Pollutant Discharge Elimination System (SPDES) General Permit for Stormwater Discharges from Construction Activities would be required.

Written confirmation is needed that the existing downstream sewers, pumping stations, and treatment plant have adequate capacity to serve existing users, previously approved projects, and the proposed project under peak flow conditions. Also, we need to be provided with information regarding the impact of the proposed project on existing overflows.

All construction projects have air related impacts. Typically, these focus on dusts and similar particulate releases. There are also secondary air impacts from vehicle, compressor, generator, and blasting activities. It remains the project sponsor's responsibility to evaluate project specific SEQRA impacts.

New York State Department of Environmental Conservation

Division of Environmental Permits, Region 6

Dulles State Office Building

317 Washington Street, Watertown, New York 13601-3787

Phone: (315) 785-2245 • **Fax:** (315) 785-2242

Website: www.dec.ny.gov



Alexander B. Grannis
Commissioner

April 5, 2010

Kenneth A. Mix
Planning and Community Development Coordinator
City of Watertown
Room 302, Municipal Building
245 Washington St
Watertown, NY 13601



RE: Planned Development District #23 Amendment
NYSDEC Jurisdiction
Watertown (City), Jefferson Co

Dear Mr. Mix:

I previously wrote a letter to you dated March 16, 2010 regarding Lead Agency and the department's jurisdictions and comments on the Full EAF. It has come to my attention that there is one more jurisdiction that was not mentioned in the EAF and was inadvertently omitted in the previous letter.

The sewer extension proposed to serve at least part of the development will need New York State Department of Environmental Conservation review and approval prior to the commencement of construction.

If you have any questions regarding this letter, feel free to contact me. I have included a copy of the previous letter with this mailing.

Sincerely,

Jessica Hart
Environmental Analyst
jjhart@gw.dec.state.ny.us



STATE OF NEW YORK DEPARTMENT OF HEALTH

Watertown District Office

317 Washington Street Watertown, New York 13601 (315) 785-2277 Fax (315) 785-2600

Richard F. Daines, M.D.
Commissioner

James W. Clyne, Jr.
Executive Deputy Commissioner

March 29, 2010

Mr. Kenneth Mix
Planning and Community Development Coordinator
245 Washington Street
Watertown, NY 13601

RE: March 1st Correspondence

Dear Mr. Mix:

In response to your correspondence dated March 1, 2010, please be advised this office has no objection regarding the City of Watertown assuming Lead Agency status under SEQRA.

Please contact me or Ms. Palmer, if you have any questions.

Sincerely,

Claude A. Curley, P.E.
District Engineer

cc: Sheri Palmer, District Director





STATE OF NEW YORK
DEPARTMENT OF TRANSPORTATION
REGION SEVEN
317 WASHINGTON STREET
WATERTOWN, N.Y. 13601
www.nysdot.gov



Mark E. Frechette, P.E.
ACTING REGIONAL DIRECTOR

Stanley Gee
ACTING COMMISSIONER

March 8, 2010

Mr. Kenneth A. Mix
City of Watertown
Room 302 Municipal Building
245 Washington Street
Watertown, NY 13601-3380

RE: LEAD AGENCY STATUS FOR PLANNED DEVELOPMENT DISTRICT #23

Dear Mr. Mix:

Thank you for sending Part 1 of the Full Environmental Assessment Form (EAF) for the above referenced project.

After reviewing the form, the New York State Department of Transportation (NYSDOT) concurs that the City of Watertown should serve as lead agency for the project.

Enclosed for your records is the Department's concurrence in lead agency status.

If the project comes to life, NYSDOT will need to review the final design plans and engineering report for the project. The purpose of this review is to evaluate the need for permits and identify the requirements necessary for construction on the State's right-of-way.

It is imperative that you contact Mr. Martin C. Percy, Regional Traffic Engineer, at (315)785-2321 and Mr. Tim Vreath, Regional Utilities Engineer, at (315)785-2340 to discuss the requirements for work on the State's right-of-way and the need to obtain a highway work permit prior to construction.

Please keep NYSDOT informed of your progress on this project. If you have any questions regarding the enclosed, please contact Michael Zimmermann of the Regional Planning & Program Management Office at (315)785-2531.

Sincerely,

Scott A. Docteur, PE
Director, Regional Planning and Program Management



STATE OF NEW YORK
DEPARTMENT OF TRANSPORTATION
REGION SEVEN
317 WASHINGTON STREET
WATERTOWN, N.Y. 13601
www.nysdot.gov

Mark E. Frechette, P.E.
ACTING REGIONAL DIRECTOR

Stanley Gee
ACTING COMMISSIONER

March 8, 2010

Mr. Kenneth A. Mix
City of Watertown
Room 302 Municipal Building
245 Washington Street
Watertown, NY 13601-3380

RE: LEAD AGENCY STATUS FOR PLANNED DEVELOPMENT DISTRICT #23

Dear Sir:

I have received Part 1 of the Full Environmental Assessment Form for the above referenced project.

The New York State Department of Transportation concurs that the City of Watertown should serve as lead agency under the State Environmental Quality Review Act (SEQRA) for the proposed project.

By: Scott A. Docteur, P.E.

Director, Regional Planning & Program Management Group

(Signature)

617.20
Appendix A
State Environmental Quality Review
FULL ENVIRONMENTAL ASSESSMENT FORM

Purpose: The full EAF is designed to help applicants and agencies determine, in an orderly manner, whether a project or action may be significant. The question of whether an action may be significant is not always easy to answer. Frequently, there are aspects of a project that are subjective or unmeasurable. It is also understood that those who determine significance may have little or no formal knowledge of the environment or may not be technically expert in environmental analysis. In addition, many who have knowledge in one particular area may not be aware of the broader concerns affecting the question of significance.

The full EAF is intended to provide a method whereby applicants and agencies can be assured that the determination process has been orderly, comprehensive in nature, yet flexible enough to allow introduction of information to fit a project or action.

Full EAF Components: The full EAF is comprised of three parts:

- Part 1:** Provides objective data and information about a given project and its site. By identifying basic project data, it assists a reviewer in the analysis that takes place in Parts 2 and 3.
- Part 2:** Focuses on identifying the range of possible impacts that may occur from a project or action. It provides guidance as to whether an impact is likely to be considered small to moderate or whether it is a potentially-large impact. The form also identifies whether an impact can be mitigated or reduced.
- Part 3:** If any impact in Part 2 is identified as potentially-large, then Part 3 is used to evaluate whether or not the impact is actually important.

THIS AREA FOR LEAD AGENCY USE ONLY

DETERMINATION OF SIGNIFICANCE -- Type 1 and Unlisted Actions

Identify the Portions of EAF completed for this project: Part 1 Part 2 Part 3
Upon review of the information recorded on this EAF (Parts 1 and 2 and 3 if appropriate), and any other supporting information, and considering both the magnitude and importance of each impact, it is reasonably determined by the lead agency that:

- A. The project will not result in any large and important impact(s) and, therefore, is one which will not have a significant impact on the environment, therefore a **negative declaration** will be prepared.
- B. Although the project could have a significant effect on the environment, there will not be a significant effect for this Unlisted Action because the mitigation measures described in PART 3 have been required, therefore a **CONDITIONED negative declaration** will be prepared.*
- C. The project may result in one or more large and important impacts that may have a significant impact on the environment, therefore a **positive declaration** will be prepared.

*A Conditioned Negative Declaration is only valid for Unlisted Actions

Name of Action

Name of Lead Agency

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)

PART 1--PROJECT INFORMATION

Prepared by Project Sponsor

NOTICE: This document is designed to assist in determining whether the action proposed may have a significant effect on the environment. Please complete the entire form, Parts A through E. Answers to these questions will be considered as part of the application for approval and may be subject to further verification and public review. Provide any additional information you believe will be needed to complete Parts 2 and 3.

It is expected that completion of the full EAF will be dependent on information currently available and will not involve new studies, research or investigation. If information requiring such additional work is unavailable, so indicate and specify each instance.

Name of Action Watertown City Center Plaza - PDD #23 Amendment

Location of Action (include Street Address, Municipality and County)

Northeast of Interstate 81 and Arsenal Street Intersection

Name of Applicant/Sponsor Millennium Development, LLC - Patrick M. Donegan

Address P.O. Box 802

City / PO Alexandria Bay State NY Zip Code 13607

Business Telephone 315-436-6567

Name of Owner (if different) (Same)

Address _____

City / PO _____ State _____ Zip Code _____

Business Telephone _____

Description of Action:

Amendment of Planned Development District (PDD) #23 in the City of Watertown to include Phase II and III as indicated on the Overall Planned Development Plan (OPD1). This planned development includes: 30,889 SF, 4 story, 132 Room Hotel w/ 4,000 SF banquet hall, a 6,925 SF Retail, a 6,510 SF Restaurant, two 5,286 SF restaurants, a 2,907 SF bank and +/- 126,600 SF big box retail store. This PDD encompasses the following City of Watertown parcels: 8-53-114.000, 8-53-110.000, 8-53-108.100, 8-53-107.000, 8-53-106.100, 8-53-103.100 and 8-53-102.001.

Please Complete Each Question--Indicate N.A. if not applicable

A. SITE DESCRIPTION

Physical setting of overall project, both developed and undeveloped areas.

1. Present Land Use: Urban Industrial Commercial Residential (suburban) Rural (non-farm)
 Forest Agriculture Other undeveloped, vacant land

2. Total acreage of project area: 39.8 acres.

| APPROXIMATE ACREAGE | PRESENTLY | AFTER COMPLETION |
|--|-------------------|-------------------|
| Meadow or Brushland (Non-agricultural) | <u>26.2</u> acres | <u>0</u> acres |
| Forested | <u>0</u> acres | <u>0</u> acres |
| Agricultural (Includes orchards, cropland, pasture, etc.) | <u>0</u> acres | <u>0</u> acres |
| Wetland (Freshwater or tidal as per Articles 24,25 of ECL) | <u>0</u> acres | <u>0</u> acres |
| Water Surface Area | <u>1.7</u> acres | <u>1.7</u> acres |
| Unvegetated (Rock, earth or fill) | <u>0</u> acres | <u>0</u> acres |
| Roads, buildings and other paved surfaces | <u>8.3</u> acres | <u>26.7</u> acres |
| Other (Indicate type) <u>Grass</u> | <u>3.6</u> acres | <u>11.4</u> acres |

3. What is predominant soil type(s) on project site? Hydrologic Soil Groups B,C and D

- a. Soil drainage: Well drained ___% of site Moderately well drained 20 % of site.
 Poorly drained 80 % of site

b. If any agricultural land is involved, how many acres of soil are classified within soil group 1 through 4 of the NYS Land Classification System? n/a acres (see 1 NYCRR 370).

4. Are there bedrock outcroppings on project site? Yes No

a. What is depth to bedrock varies 0-6 (in feet)

5. Approximate percentage of proposed project site with slopes:

- 0-10% 85 % 10- 15% 10 % 15% or greater 5 %

6. Is project substantially contiguous to, or contain a building, site, or district, listed on the State or National Registers of Historic Places? Yes No

7. Is project substantially contiguous to a site listed on the Register of National Natural Landmarks? Yes No

8. What is the depth of the water table? 2.5-4.5 (in feet)

9. Is site located over a primary, principal, or sole source aquifer? Yes No

10. Do hunting, fishing or shell fishing opportunities presently exist in the project area? Yes No

11. Does project site contain any species of plant or animal life that is identified as threatened or endangered? Yes No

According to:

Terrestrial Environmental Specialists, Inc. in a report dated 4 May 2005. (Provided to City as part of Phase I)

Identify each species:

12. Are there any unique or unusual land forms on the project site? (i.e., cliffs, dunes, other geological formations?)

Yes No

Describe:

13. Is the project site presently used by the community or neighborhood as an open space or recreation area?

Yes No

If yes, explain:

14. Does the present site include scenic views known to be important to the community? Yes No

15. Streams within or contiguous to project area:

n/a

a. Name of Stream and name of River to which it is tributary

16. Lakes, ponds, wetland areas within or contiguous to project area:

Beaver Meadows is within 1 mile of this site. The site is not hydraulically connected to this wetland.

b. Size (in acres):

1,500 acres

17. Is the site served by existing public utilities? Yes No
- a. If YES, does sufficient capacity exist to allow connection? Yes No
- b. If YES, will improvements be necessary to allow connection? Yes No
18. Is the site located in an agricultural district certified pursuant to Agriculture and Markets Law, Article 25-AA, Section 303 and 304? Yes No
19. Is the site located in or substantially contiguous to a Critical Environmental Area designated pursuant to Article 8 of the ECL, and 6 NYCRR 6177? Yes No
20. Has the site ever been used for the disposal of solid or hazardous wastes? Yes No

B. Project Description

1. Physical dimensions and scale of project (fill in dimensions as appropriate).
- a. Total contiguous acreage owned or controlled by project sponsor: 39.76 acres.
- b. Project acreage to be developed: 6.23 acres initially; 39.76 acres ultimately.
- c. Project acreage to remain undeveloped: 0 acres.
- d. Length of project, in miles: n/a (if appropriate)
- e. If the project is an expansion, indicate percent of expansion proposed. 190 %
- f. Number of off-street parking spaces existing 0; proposed 0
- g. Maximum vehicular trips generated per hour: +/-780 (upon completion of project)?
- h. If residential: Number and type of housing units:
- | | One Family | Two Family | Multiple Family | Condominium |
|------------|------------|------------|-----------------|-------------|
| Initially | _____ | _____ | _____ | _____ |
| Ultimately | _____ | _____ | _____ | _____ |
- i. Dimensions (in feet) of largest proposed structure: 55 height; 135 width; 345 length.
- j. Linear feet of frontage along a public thoroughfare project will occupy is? 520 ft.
2. How much natural material (i.e. rock, earth, etc.) will be removed from the site? 0 tons/cubic yards.

3. Will disturbed areas be reclaimed Yes No N/A
- a. If yes, for what intended purpose is the site being reclaimed?
- Earthwork

- b. Will topsoil be stockpiled for reclamation? Yes No
- c. Will upper subsoil be stockpiled for reclamation? Yes No
4. How many acres of vegetation (trees, shrubs, ground covers) will be removed from site? 26.2 acres.

5. Will any mature forest (over 100 years old) or other locally-important vegetation be removed by this project?

Yes No

6. If single phase project: Anticipated period of construction: N/A months, (including demolition)

7. If multi-phased:

a. Total number of phases anticipated 7 (number)

b. Anticipated date of commencement phase 1: 4 month 2010 year, (including demolition)

c. Approximate completion date of final phase: 11 month 2017 year.

d. Is phase 1 functionally dependent on subsequent phases? Yes No

8. Will blasting occur during construction? Yes No

9. Number of jobs generated: during construction 100; after project is complete 120

10. Number of jobs eliminated by this project 0.

11. Will project require relocation of any projects or facilities? Yes No

If yes, explain:

12. Is surface liquid waste disposal involved? Yes No

a. If yes, indicate type of waste (sewage, industrial, etc) and amount _____

b. Name of water body into which effluent will be discharged _____

13. Is subsurface liquid waste disposal involved? Yes No Type _____

14. Will surface area of an existing water body increase or decrease by proposal? Yes No

If yes, explain:

15. Is project or any portion of project located in a 100 year flood plain? Yes No

16. Will the project generate solid waste? Yes No

a. If yes, what is the amount per month? +/-10 tons

b. If yes, will an existing solid waste facility be used? Yes No

c. If yes, give name Rodman Landfill ; location Rodman, NY

d. Will any wastes not go into a sewage disposal system or into a sanitary landfill? Yes No

e. If yes, explain:

17. Will the project involve the disposal of solid waste? Yes No

a. If yes, what is the anticipated rate of disposal? _____ tons/month.

b. If yes, what is the anticipated site life? _____ years.

18. Will project use herbicides or pesticides? Yes No

19. Will project routinely produce odors (more than one hour per day)? Yes No

20. Will project produce operating noise exceeding the local ambient noise levels? Yes No

21. Will project result in an increase in energy use? Yes No

If yes, indicate type(s)

Gas, Electric

22. If water supply is from wells, indicate pumping capacity n/a gallons/minute.

23. Total anticipated water usage per day 55,500 gallons/day.

24. Does project involve Local, State or Federal funding? Yes No

If yes, explain:

25. Approvals Required:

| | | | Type | Submittal Date |
|------------------------------------|---|--|-----------------------------------|----------------|
| City, Town, Village Board | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No | <u>City Council of Watertown</u> | <u>2/16/10</u> |
| | | | _____ | _____ |
| | | | _____ | _____ |
| City, Town, Village Planning Board | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No | <u>City of Watertown Planning</u> | <u>2/16/10</u> |
| | | | <u>Board</u> | _____ |
| | | | _____ | _____ |
| | | | _____ | _____ |
| City, Town Zoning Board | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No | _____ | _____ |
| | | | _____ | _____ |
| | | | _____ | _____ |
| City, County Health Department | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No | _____ | _____ |
| | | | _____ | _____ |
| | | | _____ | _____ |
| Other Local Agencies | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No | _____ | _____ |
| | | | _____ | _____ |
| | | | _____ | _____ |
| Other Regional Agencies | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No | _____ | _____ |
| | | | _____ | _____ |
| | | | _____ | _____ |
| State Agencies | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No | _____ | _____ |
| | | | _____ | _____ |
| | | | _____ | _____ |
| Federal Agencies | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No | _____ | _____ |
| | | | _____ | _____ |
| | | | _____ | _____ |

C. Zoning and Planning Information

1. Does proposed action involve a planning or zoning decision? Yes No

If Yes, indicate decision required:

- | | | | |
|--|---|--|--------------------------------------|
| <input checked="" type="checkbox"/> Zoning amendment | <input type="checkbox"/> Zoning variance | <input type="checkbox"/> New/revision of master plan | <input type="checkbox"/> Subdivision |
| <input type="checkbox"/> Site plan | <input type="checkbox"/> Special use permit | <input type="checkbox"/> Resource management plan | <input type="checkbox"/> Other |

2. What is the zoning classification(s) of the site?

Planned Development District (PDD)

3. What is the maximum potential development of the site if developed as permitted by the present zoning?

Phase One Development as originally approved by City of Watertown.

4. What is the proposed zoning of the site?

PDD

5. What is the maximum potential development of the site if developed as permitted by the proposed zoning?

Full Development of owners land in this area. (39.76 acres)

6. Is the proposed action consistent with the recommended uses in adopted local land use plans?

Yes

No

7. What are the predominant land use(s) and zoning classifications within a ¼ mile radius of proposed action?

Commercial

8. Is the proposed action compatible with adjoining/surrounding land uses with a ¼ mile?

Yes

No

9. If the proposed action is the subdivision of land, how many lots are proposed? n/a

a. What is the minimum lot size proposed? _____

10. Will proposed action require any authorization(s) for the formation of sewer or water districts? Yes No

11. Will the proposed action create a demand for any community provided services (recreation, education, police, fire protection)?

Yes No

a. If yes, is existing capacity sufficient to handle projected demand? Yes No

Fire and Police Protection will be required.

12. Will the proposed action result in the generation of traffic significantly above present levels? Yes No

a. If yes, is the existing road network adequate to handle the additional traffic. Yes No

Traffic Study will likely be required subsequent to Hilton Garden Inn's Site Plan Approval per City of Watertown Planning.

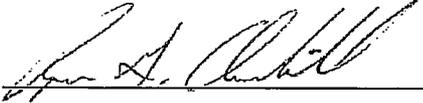
D. Informational Details

Attach any additional information as may be needed to clarify your project. If there are or may be any adverse impacts associated with your proposal, please discuss such impacts and the measures which you propose to mitigate or avoid them.

E. Verification

I certify that the information provided above is true to the best of my knowledge.

Applicant/Sponsor Name Ryan Churchill Date 2/26/10

Signature 

Title Project Engineer - GYMO, P.C.

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

| | | | | |
|--|--------------------------------|------------------------------|---|--|
| | 1 | 2 | 3 | |
| | Small to Moderate Impact | Potential Large Impact | Can Impact Be Mitigated by Project Change | |

- Construction or expansion of a sanitary landfill. Yes No
- Construction in a designated floodway. Yes No
- Other impacts: Yes No

2. Will there be an effect to any unique or unusual land forms found on the site? (i.e., cliffs, dunes, geological formations, etc.)

NO YES

- Specific land forms: Yes No

Impact on Water

3. Will Proposed Action affect any water body designated as protected? (Under Articles 15, 24, 25 of the Environmental Conservation Law, ECL)

NO YES

Examples that would apply to column 2

- Developable area of site contains a protected water body. Yes No
- Dredging more than 100 cubic yards of material from channel of a protected stream. Yes No
- Extension of utility distribution facilities through a protected water body. Yes No
- Construction in a designated freshwater or tidal wetland. Yes No
- Other impacts: Yes No

4. Will Proposed Action affect any non-protected existing or new body of water?

NO YES

Examples that would apply to column 2

- A 10% increase or decrease in the surface area of any body of water or more than a 10 acre increase or decrease. Yes No
- Construction of a body of water that exceeds 10 acres of surface area. Yes No
- Other impacts: Yes No

| | | |
|--------------------------------|------------------------------|---|
| 1 | 2 | 3 |
| Small to Moderate Impact | Potential Large Impact | Can Impact Be Mitigated by Project Change |

6. Will Proposed Action alter drainage flow or patterns, or surface water runoff?

NO YES

Examples that would apply to column 2

- | | | | | |
|--|--------------------------|--------------------------|------------------------------|-----------------------------|
| • Proposed Action would change flood water flows | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| • Proposed Action may cause substantial erosion. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| • Proposed Action is incompatible with existing drainage patterns. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| • Proposed Action will allow development in a designated floodway. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| • Other impacts: | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes | <input type="checkbox"/> No |

IMPACT ON AIR

7. Will Proposed Action affect air quality?

NO YES

Examples that would apply to column 2

- | | | | | |
|---|--------------------------|--------------------------|------------------------------|-----------------------------|
| • Proposed Action will induce 1,000 or more vehicle trips in any given hour. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| • Proposed Action will result in the incineration of more than 1 ton of refuse per hour. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| • Emission rate of total contaminants will exceed 5 lbs. per hour or a heat source producing more than 10 million BTU's per hour. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| • Proposed Action will allow an increase in the amount of land committed to industrial use. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| • Proposed Action will allow an increase in the density of industrial development within existing industrial areas. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| • Other impacts: | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes | <input type="checkbox"/> No |

IMPACT ON PLANTS AND ANIMALS

8. Will Proposed Action affect any threatened or endangered species?

NO YES

Examples that would apply to column 2

- | | | | | |
|---|--------------------------|--------------------------|------------------------------|-----------------------------|
| • Reduction of one or more species listed on the New York or Federal list, using the site, over or near the site, or found on the site. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
|---|--------------------------|--------------------------|------------------------------|-----------------------------|

| | 1 Small to Moderate Impact | 2 Potential Large Impact | 3 Can Impact Be Mitigated by Project Change |
|---|-------------------------------------|-----------------------------------|--|
| • Removal of any portion of a critical or significant wildlife habitat. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| • Application of pesticide or herbicide more than twice a year, other than for agricultural purposes. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| • Other impacts: | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| | | | |

9. Will Proposed Action substantially affect non-threatened or non-endangered species?

NO YES

Examples that would apply to column 2

| | | | |
|--|--------------------------|--------------------------|--|
| • Proposed Action would substantially interfere with any resident or migratory fish, shellfish or wildlife species. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| • Proposed Action requires the removal of more than 10 acres of mature forest (over 100 years of age) or other locally important vegetation. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| • Other impacts: | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes <input type="checkbox"/> No |

IMPACT ON AGRICULTURAL LAND RESOURCES

10. Will Proposed Action affect agricultural land resources?

NO YES

Examples that would apply to column 2

| | | | |
|--|--------------------------|--------------------------|--|
| • The Proposed Action would sever, cross or limit access to agricultural land (includes cropland, hayfields, pasture, vineyard, orchard, etc.) | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| • Construction activity would excavate or compact the soil profile of agricultural land. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| • The Proposed Action would irreversibly convert more than 10 acres of agricultural land or, if located in an Agricultural District, more than 2.5 acres of agricultural land. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes <input type="checkbox"/> No |

| | 1 Small to Moderate Impact | 2 Potential Large Impact | 3 Can Impact Be Mitigated by Project Change |
|---|-------------------------------------|-----------------------------------|--|
| • The Proposed Action would disrupt or prevent installation of agricultural land management systems (e.g., subsurface drain lines, outlet ditches, strip cropping); or create a need for such measures (e.g. cause a farm field to drain poorly due to increased runoff). | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| • Other impacts: | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| | | | |

IMPACT ON AESTHETIC RESOURCES

11. Will Proposed Action affect aesthetic resources? (If necessary, use the Visual EAF Addendum in Section 617.20, Appendix B.)
 NO YES

Examples that would apply to column 2

| | | | |
|---|--------------------------|--------------------------|--|
| • Proposed land uses, or project components obviously different from or in sharp contrast to current surrounding land use patterns, whether man-made or natural. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| • Proposed land uses, or project components visible to users of aesthetic resources which will eliminate or significantly reduce their enjoyment of the aesthetic qualities of that resource. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| • Project components that will result in the elimination or significant screening of scenic views known to be important to the area. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| • Other impacts: | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| | | | |

IMPACT ON HISTORIC AND ARCHAEOLOGICAL RESOURCES

12. Will Proposed Action impact any site or structure of historic, prehistoric or paleontological importance?
 NO YES

Examples that would apply to column 2

| | | | |
|---|--------------------------|--------------------------|--|
| • Proposed Action occurring wholly or partially within or substantially contiguous to any facility or site listed on the State or National Register of historic places. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| • Any impact to an archaeological site or fossil bed located within the project site. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| • Proposed Action will occur in an area designated as sensitive for archaeological sites on the NYS Site Inventory. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes <input type="checkbox"/> No |

| | | | | |
|--|--------------------------------|------------------------------|---|-----------------------------|
| | 1 | 2 | 3 | |
| | Small to Moderate Impact | Potential Large Impact | Can Impact Be Mitigated by Project Change | |
| | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes | <input type="checkbox"/> No |

• Other impacts:

IMPACT ON OPEN SPACE AND RECREATION

13. Will proposed Action affect the quantity or quality of existing or future open spaces or recreational opportunities?

NO YES

Examples that would apply to column 2

- | | | | | |
|---|--------------------------|--------------------------|------------------------------|-----------------------------|
| • The permanent foreclosure of a future recreational opportunity. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| • A major reduction of an open space important to the community. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| • Other impacts: | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes | <input type="checkbox"/> No |

IMPACT ON CRITICAL ENVIRONMENTAL AREAS

14. Will Proposed Action impact the exceptional or unique characteristics of a critical environmental area (CEA) established pursuant to subdivision 6NYCRR 617.14(g)?

NO YES

List the environmental characteristics that caused the designation of the CEA.

Examples that would apply to column 2

- | | | | | |
|---|--------------------------|--------------------------|------------------------------|-----------------------------|
| • Proposed Action to locate within the CEA? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| • Proposed Action will result in a reduction in the quantity of the resource? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| • Proposed Action will result in a reduction in the quality of the resource? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| • Proposed Action will impact the use, function or enjoyment of the resource? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| • Other impacts: | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes | <input type="checkbox"/> No |

| | | | |
|--------------------------------|------------------------------|---|--|
| 1 | 2 | 3 | |
| Small to Moderate Impact | Potential Large Impact | Can Impact Be Mitigated by Project Change | |

IMPACT ON TRANSPORTATION

15. Will there be an effect to existing transportation systems?

NO YES

Examples that would apply to column 2

- | | | | | |
|--|--------------------------|--------------------------|------------------------------|-----------------------------|
| • Alteration of present patterns of movement of people and/or goods. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| • Proposed Action will result in major traffic problems. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| • Other impacts: | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes | <input type="checkbox"/> No |

IMPACT ON ENERGY

16. Will Proposed Action affect the community's sources of fuel or energy supply?

NO YES

Examples that would apply to column 2

- | | | | | |
|---|--------------------------|--------------------------|------------------------------|-----------------------------|
| • Proposed Action will cause a greater than 5% increase in the use of any form of energy in the municipality. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| • Proposed Action will require the creation or extension of an energy transmission or supply system to serve more than 50 single or two family residences or to serve a major commercial or industrial use. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| • Other impacts: | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes | <input type="checkbox"/> No |

NOISE AND ODOR IMPACT

17. Will there be objectionable odors, noise, or vibration as a result of the Proposed Action?

NO YES

Examples that would apply to column 2

- | | | | | |
|--|--------------------------|--------------------------|------------------------------|-----------------------------|
| • Blasting within 1,500 feet of a hospital, school or other sensitive facility. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| • Odors will occur routinely (more than one hour per day). | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| • Proposed Action will produce operating noise exceeding the local ambient noise levels for noise outside of structures. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| • Proposed Action will remove natural barriers that would act as a noise screen. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| • Other impacts: | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes | <input type="checkbox"/> No |

| | 1 Small to Moderate Impact | 2 Potential Large Impact | 3 Can Impact Be Mitigated by Project Change |
|--|-------------------------------------|-----------------------------------|--|
| • Proposed Action will set an important precedent for future projects. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| • Proposed Action will create or eliminate employment. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| • Other impacts: | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| | | | |

20. Is there, or is there likely to be, public controversy related to potential adverse environment impacts?

NO YES

If Any Action in Part 2 Is Identified as a Potential Large Impact or If you Cannot Determine the Magnitude of Impact, Proceed to Part 3

Part 3 - EVALUATION OF THE IMPORTANCE OF IMPACTS

Responsibility of Lead Agency

Part 3 must be prepared if one or more impact(s) is considered to be potentially large, even if the impact(s) may be mitigated.

Instructions (If you need more space, attach additional sheets)

Discuss the following for each impact identified in Column 2 of Part 2:

1. Briefly describe the impact.
2. Describe (if applicable) how the impact could be mitigated or reduced to a small to moderate impact by project change(s).
3. Based on the information available, decide if it is reasonable to conclude that this impact is **important**.

To answer the question of importance, consider:

- ! The probability of the impact occurring
- ! The duration of the impact
- ! Its irreversibility, including permanently lost resources of value
- ! Whether the impact can or will be controlled
- ! The regional consequence of the impact
- ! Its potential divergence from local needs and goals
- ! Whether known objections to the project relate to this impact.

Res No. 17

April 14, 2010

To: The Honorable Mayor and City Council

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

Subject: Finding That Local Law No. 1 of 2010 Adding Florelle Tissue LLC as a Regionally Significant Project in the Empire Zone Will Not Have a Significant Negative Impact on the Environment

The City Council must complete Part II and Part III, if necessary, of the attached Short Environmental Assessment Form and adopt the resolution before it may vote on Local Law No. 1 of 2010. There is a public hearing scheduled on the Local Law at 7:30 p.m. on Monday, April 19, 2010. The law adds Florelle Tissue LLC to the Empire Zone as a regionally significant manufacturing project.

The resolution prepared for City Council consideration states that the adoption of Local Law No. 1 will not have a significant negative impact on the environment.

RESOLUTION

Page 1 of 2

Finding That Local Law No. 1 of 2010 Adding Florelle Tissue LLC as a Regionally Significant Project in the Empire Zone Will Not Have a Significant Negative Impact on the Environment

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

| YEA | NAY |
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Introduced by

WHEREAS the City Council of the City of Watertown, New York, has before it a Local Law that will add Florelle Tissue LLC on Tax Parcel No. 73.18-1-2.3 in the Town of Hounsfield as a regionally significant manufacturing project in the Watertown Empire Zone, and

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

WHEREAS the proposed project would constitute such an action, and

WHEREAS the City Council has determined that the proposed project is an “unlisted action” as that term is defined in 6NYCRR Section 617.2, and

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

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

1. Based upon its examination of the Environmental Assessment Form, in comparison of the proposed action with the criteria set forth in 6NYCRR Section 617.7, no significant impact on the environment is known and the addition to the Watertown Empire Zone will not have a significant negative impact on the environment.

RESOLUTION

Page 2 of 2

Finding That Local Law No. 1 of 2010
Adding Florelle Tissue LLC as a Regionally
Significant Project in the Empire Zone Will Not
Have a Significant Negative Impact on the
Environment

Council Member BURNS, Roxanne M.

Council Member BUTLER, Joseph M. Jr.

Council Member MACALUSO, Teresa R.

Council Member SMITH, Jeffrey M.

Mayor GRAHAM, Jeffrey E.

Total

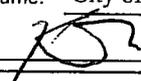
| YEA | NAY |
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2. The Mayor of the City of Watertown is authorized to execute the Environmental Assessment Form to the effect that the City Council is issuing a negative declaration under SEQRA.
3. This Resolution shall take effect immediately.

Seconded by

Appendix C
State Environmental Quality Review
SHORT ENVIRONMENTAL ASSESSMENT FORM
For UNLISTED ACTIONS Only

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

| | |
|---|--|
| 1. APPLICANT/SPONSOR City of Watertown | 2. PROJECT NAME Floreille Tissue, LLC: Regionally Significant Project |
| 3. PROJECT LOCATION: Municipality <u>Hounsfield</u> County <u>Jefferson</u> | |
| 4. PRECISE LOCATION (Street address and road intersections, prominent landmarks, etc., or provide map) <u>1 Bridge Street, Brownville, NY 13615 Tax Parcel ID: 73.18-1-2.3</u> | |
| 5. PROPOSED ACTION IS: <input checked="" type="checkbox"/> New <input type="checkbox"/> Expansion <input type="checkbox"/> Modification/alteration | |
| 6. DESCRIBE PROJECT BRIEFLY: <u>Designation of parcel #73.18-1-2.3 and a Regionally Significant Project in the City and Town of Watertown Empire Zone for Floreille Tissue, LLC.</u> | |
| 7. AMOUNT OF LAND AFFECTED: Initially <u>1</u> acres Ultimately _____ acres | |
| 8. WILL PROPOSED ACTION COMPLY WITH EXISTING ZONING OR OTHER EXISTING LAND USE RESTRICTIONS? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If No, describe briefly | |
| 9. WHAT IS PRESENT LAND USE IN VICINITY OF PROJECT? <input type="checkbox"/> Residential <input checked="" type="checkbox"/> Industrial <input type="checkbox"/> Commercial <input type="checkbox"/> Agriculture <input type="checkbox"/> Park/Forest/Open Space <input type="checkbox"/> Other Describe: <u>This location is a vacant paper mill.</u> | |
| 10. DOES ACTION INVOLVE A PERMIT APPROVAL, OR FUNDING, NOW OR ULTIMATELY FROM ANY OTHER GOVERNMENTAL AGENCY (FEDERAL, STATE OR LOCAL)? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, list agency(s) name and permit/approvals: | |
| 11. DOES ANY ASPECT OF THE ACTION HAVE A CURRENTLY VALID PERMIT OR APPROVAL? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, list agency(s) name and permit/approvals: | |
| 12. AS A RESULT OF PROPOSED ACTION WILL EXISTING PERMIT/APPROVAL REQUIRE MODIFICATION? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | |
| I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE TO THE BEST OF MY KNOWLEDGE | |
| Applicant/sponsor name: <u>City of Watertown- Kenneth Mix (City Planner)</u> | Date: <u>4/14/10</u> |
| Signature: <u></u> | |

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

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

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

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

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

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

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

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

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

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

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

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

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

Yes No If Yes, explain briefly:

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

Yes No If Yes, explain briefly:

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

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

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

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

Name of Lead Agency

Date

Print or Type Name of Responsible Officer in Lead Agency

Title of Responsible Officer

Signature of Responsible Officer in Lead Agency

Signature of Preparer (If different from responsible officer)

Res No. 18

April 15, 2010

To: The Honorable Mayor and City Council

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

Subject: Approving the Site Plan for the Construction of an 88,044 Square Feet, Four-Story, 132-Unit Hilton Garden Inn Located at 1290 Arsenal Street, Parcels Nos. 8-53-102.001, 8-53-103.100, 8-53-106.100 and 8-53-114

A request has been submitted by Ryan Churchill of GYMO P.C. on behalf of Patrick Donegan of Millennium Development for the above-subject site plan approval. The Planning Board reviewed the request at its March 2 and March 18, 2010 meetings and adopted a motion recommending that the City Council approve the site plan with the conditions listed in the resolution. Copies of the report prepared for the Planning Board and its Minutes can be found on the City's website under "Budgets, Agendas and Minutes."

The Jefferson County Planning Board reviewed this site plan at its meeting held on March 30, 2010, and adopted a motion that the project does not have any significant county-wide or inter-municipal issues and is of local concern only.

The Council should complete Part II and Part III, if necessary, of the Short Environmental Assessment Form before voting on the Resolution.

The resolution prepared for City Council consideration states that the project will not have a significant impact on the environment and approves the site plan with the conditions recommended by the Planning Board. This resolution should not be approved until after the Ordinance amending Planned Development District No. 23 is approved.

RESOLUTION

Page 1 of 2

Approving the Site Plan for the Construction of a 88,044 sq. ft., 4 story, 132-unit Hilton Garden Inn Located at 1290 Arsenal Street, Parcel Nos. 8-53-102.001, 8-53-103.100, 8-53-106.100, and 8-53-114

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

| YEA | NAY |
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Introduced by

WHEREAS Ryan Churchill, Project Engineer of GYMO, P.C., has made an application for site plan approval on behalf of Patrick Donegan of Millennium Development for the construction of an 88,044 square foot, 4 story, 132-unit Hilton Garden Inn hotel at 1290 Arsenal Street, Parcel Nos. 8-53-102.001, 8-53-103.100, 8-53-106.100, and 8-53-114, and

WHEREAS the Jefferson County Planning Board reviewed the site plan at its meeting held on March 30, 2010, pursuant to General Municipal Law Section 239-m and adopted a motion that the project does not have any significant county-wide or inter-municipal issues and is of local concern only, and

WHEREAS the Planning Board of the City of Watertown reviewed the site plan at its meetings held on March 2 and March 18, 2010, and recommended that the City Council of the City of Watertown approve the site plan, contingent upon the following:

1. The applicant must provide a copy of all correspondence and submittals with the NYS Department of Health regarding the approval of the water main.
2. The applicant must provide a copy of all correspondence and submittals to NYS DEC for the SPDES permit.
3. The applicant must provide a copy of all correspondence and submittals to NYS DEC for the Wastewater Discharge Permit.
4. The applicant must provide pre and post drainage calculations and drainage area maps.
5. The applicant must provide a copy of all correspondence and submittals to NYS DOT for stormwater approval.
6. The applicant must provide a stamped and signed copy of the Stormwater Pollution and Prevention Plan (SWPPP).
7. The applicant must provide a detailed Erosion & Sediment Control Plan utilizing details provided on sheet C-506.
8. The applicant must forward a copy of their final design plans to the NYS Department of Transportation so that they can evaluate the need for permits and identify the requirements necessary for construction.

RESOLUTION

Page 2 of 2

Approving the Site Plan for the Construction of a 88,044 sq. ft., 4 story, 132-unit Hilton Garden Inn Located at 1290 Arsenal Street, Parcel Nos. 8-53-102.001, 8-53-103.100, 8-53-106.100, and 8-53-114

Council Member BURNS, Roxanne M.

Council Member BUTLER, Joseph M. Jr.

Council Member MACALUSO, Teresa R.

Council Member SMITH, Jeffrey M.

Mayor GRAHAM, Jeffrey E.

Total

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- As part of the site plan for the hotel, the applicant must construct a sidewalk along the south side of the first entrance drive from Western Boulevard to the northwest corner of the AT&T building prior to the issuance of a Certificate of Occupancy for the building.

And,

WHEREAS the City Council has reviewed the Short Environmental Assessment Form, responding to each of the questions contained in Part 2, and has determined that the project, as submitted, is Unlisted and will not have a significant effect on the environment,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown declares that the proposed construction and site plan constitute an Unlisted Action for the purposes of SEQRA and hereby determines that the project, as proposed, will not have a significant effect on the environment, and

BE IT FURTHER RESOLVED that it is an express condition of this site plan approval that the applicant provide the City Engineer with a copy of any change in stamped plans forming the basis for this approval at the same time such plans are provided to the contractor. If plans are not provided as required by this condition of site plan approval, the City Codes Enforcement Officer shall direct that work on the project site shall immediately cease until such time as the City Engineer is provided with the revised stamped plans. Additionally, any change in the approved plan which, in the opinion of the City Engineer, would require Amended Site Plan approval, will result in immediate cessation of the affected portion of the project work until such time as the amended site plan is approved. The City Codes Enforcement Officer is requested to periodically review on-site plans to determine whether the City Engineer has been provided with plans as required by this approval, and

BE IT FURTHER RESOLVED by the City Council of the City of Watertown, that site plan approval is hereby granted to Ryan Churchill, Project Engineer of GYMO, P.C., has made an application for site plan approval on behalf of Patrick Donegan of Millennium Development for the construction of an 88,044 square foot, 4 story, 132-unit Hilton Garden Inn hotel at 1290 Arsenal Street, Parcel Nos. 8-53-102.001, 8-53-103.100, 8-53-106.100, and 8-53-114, as shown on the revised site plan submitted to the City Engineer on March 9, 2010, contingent on the applicant meeting conditions recommended by the Planning Board.

Seconded by

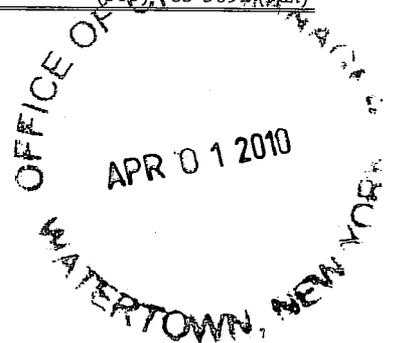


Department of Planning
175 Arsenal Street
Watertown, NY 13601

Donald R. Canfield
Director of Planning

(315) 785-3144
(315) 785-5092 (Fax)

March 31, 2010



Michael Lumbis, Planner
City of Watertown
245 Washington St, Room 304
Watertown, NY 13601

Re: Millennium Development LLC, Site Plan Review for Hilton Garden Inn,
JCDP File # C 3A - 10

Dear Michael:

On March 30, 2010, the Jefferson County Planning Board reviewed the above referenced project, referred pursuant to General Municipal Law, Section 239m.

The Board adopted a motion that the project does not have any significant County-wide or intermunicipal issues and is of local concern only.

During its review the County Planning Board determined that the following permits and reviews will be required from other agencies.

NYS DOT review of the changes to the storm water drainage system is required to ensure that there will not be a negative impact on the existing DOT drainage system in the area.

A NYSDEC SPDES permit modification may be required for the storm water discharge.

NYS DOH review is required for the connection to the water main.

An erosion and sediment control plan and storm-water pollution prevention plan will need to be completed and coordinated with the NYS DEC prior to site disturbance.

Please note that the advisory comments are not a condition of the County Planning Board's action. They are listed to assist the local board in its review of the project. The local board is free to make its final decision.

General Municipal Law, Section 239m requires the local board to notify the County of its action on this matter within thirty (30) days after taking a final action.

Thank you.

Sincerely,

A handwritten signature in black ink that reads "Michael J. Bourcy". The signature is written in a cursive, flowing style.

Michael J. Bourcy
Senior Planner

MJB

c: Craig Ortlieb, NYSDOT

SHORT ENVIRONMENTAL ASSESSMENT FORM

For UNLISTED ACTIONS Only

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

| | |
|--|--|
| 1. APPLICANT/SPONSOR Millennium Development LLC | 2. PROJECT NAME (Vision Development) Watertown City Center Plaza Phase II |
|--|--|

3. PROJECT LOCATION:
Municipality City of Watertown County Jefferson

4. PRECISE LOCATION (Street address and road intersections, prominent landmarks, etc., or provide map)
Watertown City Center Plaza, off from Western Blvd. next to Holiday Inn.

5. IS PROPOSED ACTION:
 New
 Expansion
 Modification/alteration

6. DESCRIBE PROJECT BRIEFLY:
 Site plan approval for a 30,889 sf hotel, 4-story - 132 rooms, with Banquet Hall (4,000,sf). Design of site plan anticipates the future approval of a 6,925 sf retail, 6,510 sf restaurant, two (2) 5,286 sf restaurants, and a 2,907 sf bank.

7. AMOUNT OF LAND AFFECTED:
 Initially 6.26 acres Ultimately 12.04 acres

8. WILL PROPOSED ACTION COMPLY WITH EXISTING ZONING OR OTHER EXISTING LAND USE RESTRICTIONS?
 Yes No If no, describe briefly PDD Site Plan Change - Need Zoning Change

9. WHAT IS PRESENT LAND USE IN VICINITY OF PROJECT?
 Residential Industrial Commercial Agriculture Park/Forest/Open Space Other
 Describe: Hotel, Restaurants, Coffee Shop, and Phone Retail nearby.

10. DOES ACTION INVOLVE A PERMIT APPROVAL, OR FUNDING, NOW OR ULTIMATELY FROM ANY OTHER GOVERNMENTAL AGENCY (FEDERAL, STATE OR LOCAL)?
 Yes No If yes, list agency(s) and permit/approvals NYS DOH - water and NYS DEC - sewer

11. DOES ANY ASPECT OF THE ACTION HAVE A CURRENTLY VALID PERMIT OR APPROVAL?
 Yes No If yes, list agency(s) and permit/approvals

12. AS A RESULT OF PROPOSED ACTION, WILL EXISTING PERMIT/APPROVAL REQUIRE MODIFICATION?
 Yes No

I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE TO THE BEST OF MY KNOWLEDGE

Applicant/sponsor name: Millennium Development LLC Date: 2-16-10

Signature: Patricia J. Scordo (GYMO, PI) For

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

Yes No

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

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

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

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

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

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

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

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

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

D. WILL THE PROJECT HAVE AN IMPACT ON THE ENVIRONMENTAL CHARACTERISTICS THAT CAUSED THE ESTABLISHMENT OF A CEA?
 Yes No

E. IS THERE, OR IS THERE LIKELY TO BE, CONTROVERSY RELATED TO POTENTIAL ADVERSE ENVIRONMENTAL IMPACTS?
 Yes No If yes, explain briefly

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

INSTRUCTIONS: For each adverse effect identified above, determine whether it is substantial, large, important or otherwise significant. Each effect should be assessed in connection with its (a) setting (i.e. urban or rural); (b) probability of occurring; (c) duration; (d) irreversibility; (e) geographic scope; and (f) magnitude. If necessary, add attachments or reference supporting materials. Ensure that explanations contain sufficient detail to show that all relevant adverse impacts have been identified and adequately addressed.

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

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

Name of Lead Agency

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)

Date

Public Hearing – 7:30 p.m.

April 14, 2010

To: The Honorable Mayor and City Council

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

Subject: Approving the Zone Amendment Request Submitted by Ryan Churchill of GYMO P.C. on Behalf of Patrick Donegan of Millennium Development to Amend Planned Development District No. 23, Parcels Nos. 8-53-102.001, 8-53-103.100, 8-53-106.100, 8-53-107, 8-53-108.100, 8-53-110, and 8-53-114

The City Council scheduled a public hearing on the above subject zone amendment for 7:30 p.m. on Monday, April 19, 2010. The request proposes to amend the approved plan and allowed signage schedule for Planned Development District No. 23.

The Planning Board reviewed the request at its meetings held on March 2 and March 18, 2010 and adopted a motion recommending that the City Council approve the amendment on the condition that four modifications are made to the plan. Copies of the reports prepared for the Planning Board and its Minutes can be found on the City's website under "Budgets, Agendas and Minutes." A revised plan with the recommended modifications was submitted to the City Engineer on March 29, 2010.

The Jefferson County Planning Board reviewed the request at its meeting held on March 30, 2010 and adopted a motion that the amendment to the Planned Development District does not have any significant county-wide or inter-municipal issues and is of local concern only.

The City Council must approve the related SEQRA resolution before it approves this Ordinance.

ORDINANCE

Page 1 of 3

Approving the Zone Amendment Request Submitted by Ryan Churchill of GYMO, P.C. on behalf of Patrick Donegan of Millennium Development, to amend Planned Development District No. 23, Parcels Nos. 8-53-102.001, 8-53-103.100, 8-53-106.100, 8-53-107, 8-53-108.100, 8-53-110, and 8-53-114

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

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Introduced by

Council Member Jeffrey M. Smith

BE IT ORDAINED where Ryan Churchill, Project Engineer of GYMO, P.C. has made application by petition filed with the City Clerk, pursuant to Section 83 of the New York General City Law on behalf of Patrick Donegan of Millennium Development to amend the approved plan and allowed signage schedule for Planned Development District No. 23, Parcel Nos. 8-53-102.001, 8-53-103.100, 8-53-106.100, 8-53-107, 8-53-108.100, 8-53-110, and 8-53-114, and

WHEREAS the Planning Board of the City of Watertown considered the request at its meetings held on March 2 and March 18, 2010, and adopted a motion recommending that the City Council approve the amendment to the approved plan and allowed signage schedule contingent upon the plan being modified as follows:

1. Restaurant No. 4 must be shifted to the south to provide a separation between the parking area and the future drive aisle.
2. The sidewalk along the eastern most north-south drive must be extended to the south past Restaurant No. 3 and the proposed bank.
3. The north-south pedestrian route that runs in front of the Holiday Inn Express and extends in front of the Hilton Garden Inn must be extended to the north across the big box parking lot.
4. The applicant must provide an east-west sidewalk between Restaurant 3 and Retail 2 that connects the two hotels with Western Boulevard to provide a safe pedestrian connection from both of the hotels to the future building sites.

and

WHEREAS the applicant submitted a revised plan to the City Engineer on March 29, 2010 that included the four modifications listed above, and

WHEREAS the Jefferson County Planning Board reviewed the request at its meeting held on March 30, 2010, pursuant to General Municipal Law Section 239-m and adopted a motion that the project does not have any significant county-wide or inter-municipal issues and is of local concern only, and

WHEREAS a public hearing was held on the proposed amendment on April 19, 2010, after due public notice, and

ORDINANCE

Page 2 of 3

Approving the Zone Amendment Request Submitted by Ryan Churchill of GYMO, P.C. on behalf of Patrick Donegan of Millennium Development, to amend Planned Development District No. 23, Parcels Nos. 8-53-102.001, 8-53-103.100, 8-53-106.100, 8-53-107, 8-53-108.100, 8-53-110, and 8-53-114

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

| YEA | NAY |
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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 amendment to Planned Development District #23,

NOW THEREFORE BE IT ORDAINED that the preliminary plan for Planned Development District #23, Parcel Nos. 8-53-102.001, 8-53-103.100, 8-53-106.100, 8-53-107, 8-53-108.100, 8-53-110, and 8-53-114, is hereby amended as shown on the plan submitted to the City Engineering Department on March 29, 2010, and

BE IT FURTHER ORDAINED that the signage schedule for Planned Development District # 23 is hereby amended so that the allowed signage for the district is as follows:

1. One freestanding sign structure not to exceed 80' in height with 11 two-sided panels is allowed. The top panel shall not exceed 240 sq. ft., one panel shall not exceed 175 sq. ft., and the other 9 panels shall not exceed 125 sq. ft. each for a total maximum area of 1,540 sq. ft. measured on one side.

2. Each building shall be limited to the following signs on the building:

| | |
|------------------------------------|-------------|
| Hotel (Holiday Inn Express) | 600 sq. ft. |
| Restaurant (Ruby Tuesday) | 300 sq. ft. |
| Restaurant (Ponderosa) | 300 sq. ft. |
| Restaurant (Buffalo Wild Wings) | 300 sq. ft. |
| Retail (AT&T) | 300 sq. ft. |
| Proposed Hotel (Hilton Garden Inn) | 600 sq. ft. |
| Proposed Bank | 300 sq. ft. |
| Proposed Retail 1 | 300 sq. ft. |
| Proposed Retail 2 | 300 sq. ft. |
| Proposed Restaurant 2 | 300 sq. ft. |
| Proposed Restaurant 3 | 300 sq. ft. |
| Proposed Restaurant 4 | 300 sq. ft. |
| Proposed Restaurant 5 | 300 sq. ft. |
| Proposed Big Box Store | 800 sq. ft. |

3. Five two-sided billboards with each side limited in size to 14' by 48' are allowed.

and,

ORDINANCE

Page 3 of 3

Approving the Zone Amendment Request Submitted by Ryan Churchill of GYMO, P.C. on behalf of Patrick Donegan of Millennium Development, to amend Planned Development District No. 23, Parcels Nos. 8-53-102.001, 8-53-103.100, 8-53-106.100, 8-53-107, 8-53-108.100, 8-53-110, and 8-53-114

Council Member BURNS, Roxanne M.

Council Member BUTLER, Joseph M. Jr.

Council Member MACALUSO, Teresa R.

Council Member SMITH, Jeffrey M.

Mayor GRAHAM, Jeffrey E.

Total

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

Seconded by Council Member Joseph M. Butler, Jr.



Department of Planning
175 Arsenal Street
Watertown, NY 13601

Donald R. Canfield
Director of Planning

(315) 785-3144
(315) 785-5092 (Fax)

March 31, 2010

Michael Lumbis, Planner
City of Watertown
245 Washington St, Room 304
Watertown, NY 13601

Re: Millennium Development LLC, Zoning Map Amendment for PDD #23,
JCDP File # C 3 - 10

Dear Michael:

On March 30, 2010, the Jefferson County Planning Board reviewed the above referenced project, referred pursuant to General Municipal Law, Section 239m.

The Board adopted a motion that the project does not have any significant County-wide or intermunicipal issues and is of local concern only.

During the review the County Planning Board identified the following potential issues.

NYS DOT has indicated a Traffic Impact Analysis to evaluate full build-out impacts on the NYS Route 3 (Arsenal St.) and the NYS Route 12F (Coffeen St.) intersections should be completed when Phase III plans and traffic volume levels are more defined.

The City, in consultation with NYSDOT, should ensure that the increase in storm water drainage moving off-site, as a result of the build-out as currently configured, will be accommodated by the existing stormwater infrastructure in the area.

Furthermore, the County Planning Board has the following local advisory comments.

The City should continue its objective to: 1) maximize the safety and efficiency of internal traffic flow; 2) increase dedicated pedestrian connections between all commercial sites within the PDD footprint; and 3) ensure connections are made to existing off-site sidewalks.

The proposed location of the big box store is adjacent to an existing housing development. The local board should request that buffering be noted in the PDD plan along the property line bordering this area.

Please note that the advisory comments are not a condition of the County Planning Board's action. They are listed to assist the local board in its review of the project. The local board is free to make its final decision.

General Municipal Law, Section 239m requires the local board to notify the County of its action on this matter within thirty (30) days after taking a final action.

Thank you.

Sincerely,



Michael J. Bourcy
Senior Planner

MJB

c: Craig Ortlieb, NYSDOT

Public Hearing – 7:30 p.m.

April 14, 2010

To: The Honorable Mayor and City Council

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

Subject: Amending Local Law No. 1 of 1994 as Amended by Local Law No. 6 of 1995, Local Law No. 1 of 2001, Local Law No. 1 of 2003, Local Law No. 7 of 2005 and Local Law No. 14 of 2005, Revising the Designated Boundaries of the Watertown Empire Zone

The City Council scheduled a public hearing on the attached Local Law for 7:30 p.m. on Monday, April 19, 2010. The Local Law adds Florelle Tissue LLC on tax parcel No. 73.18-1-2.3 in the Town of Hounsfield as a regionally significant manufacturing project in the Watertown Empire Zone and requests that the New York State Commissioner of Economic Development approve the designation.

The Watertown Empire Zone Administrative Board received a request from Florelle Tissue LLC to be designated as a regionally significant project within the Empire Zone. One of the criteria for a regionally significant project is that the business must create at least 50 manufacturing jobs. The regionally significant project designation allows a business to be eligible for Empire Zone benefits without actually being within the boundaries of the Empire Zone.

Florelle Tissue will be locating at the former Brownville Specialty Paper facility in the Town of Hounsfield. They will make paper napkins and towels and will export the majority of their products to Canada.

The State has determined that the project is eligible and it can designate the business as a regionally significant manufacturing project after the City Council and Town Board amend their local laws that set the boundaries of the Empire Zone. The Town of Hounsfield has also adopted a resolution concurring with the inclusion of the project within the Empire Zone.

The Watertown Empire Zone Administrative Board adopted a resolution on March 24, 2010 recommending that the City and the Town of Watertown approve the designation of the business and property.

The City Council must approve the related SEQRA resolution before approving this Local Law.

ORDINANCE

Amending Local Law No. 1 of 1994 as Amended by Local Law No. 6 of 1995, Local Law No. 1 of 2001, Local Law No. 1 of 2003, Local Law No. 7 of 2005, and Local Law No. 14 of 2005, Revising the Designated Boundaries of the Watertown Empire Zone

Page 1 of 1

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

| YEA | NAY |
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Introduced by

Council Member Roxanne M. Burns

WHEREAS the Watertown Empire Zone (formerly Economic Development Zone) was designated as such on July 27, 1994 by the New York State Department of Economic Development, and

WHEREAS Florelle Tissue LLC is proposing the addition of at least 50 manufacturing jobs to Jefferson County at a manufacturing facility at 1 Bridge Street, Brownville, New York, in the Town of Hounsfield at Tax Parcel No. 73.18-1-2.3, and

WHEREAS the project is not within the City and Town of Watertown Empire Zone boundaries, and

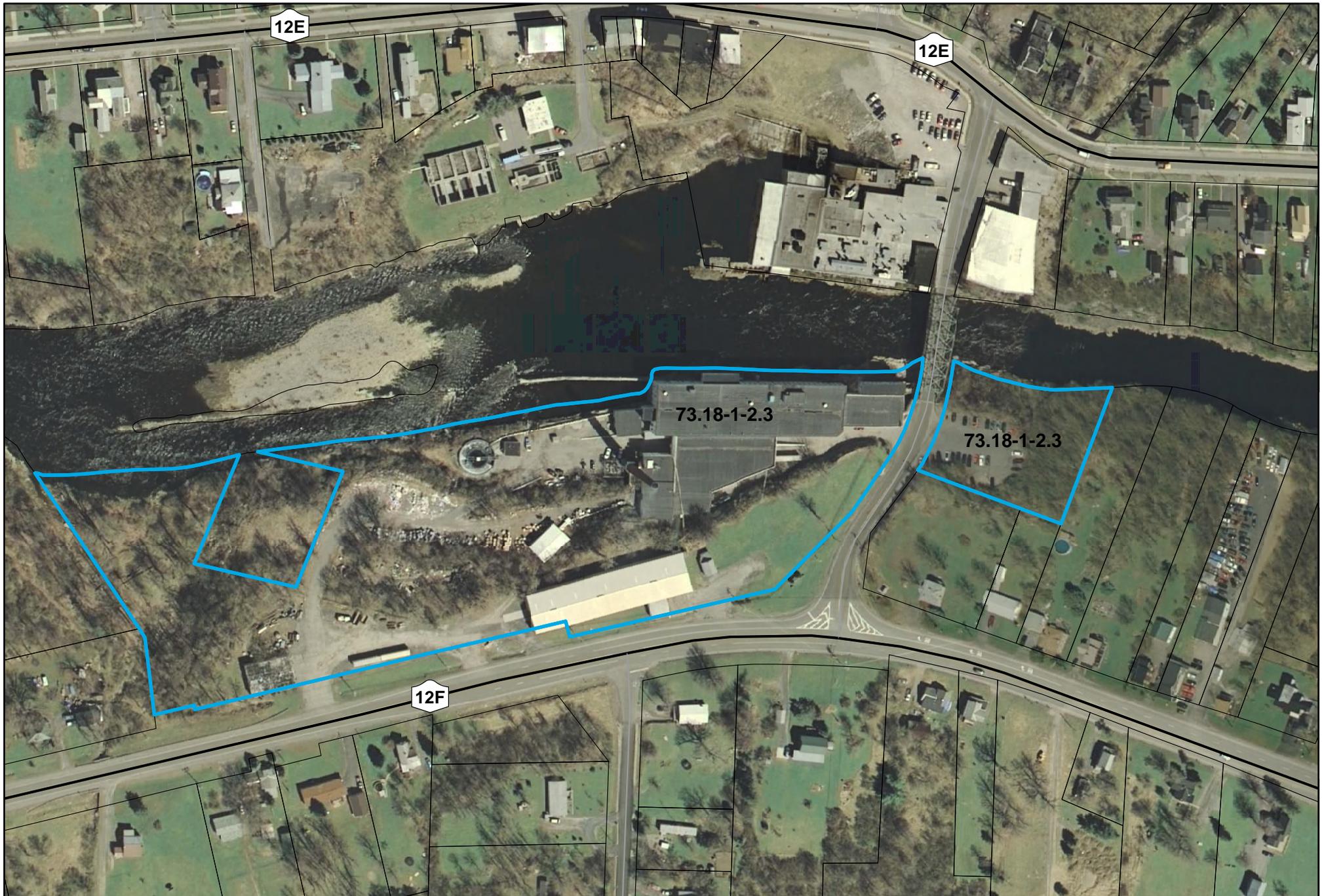
WHEREAS the New York State Department of Economic Development has determined that the proposed expansion is eligible for Empire Zone benefits as a regionally significant manufacturing project under § 957(d)(i) of the General Municipal Law, and

WHEREAS the Zone Administrative Board of the City and Town of Watertown Empire Zone has determined that the proposed expansion is eligible for Empire Zone benefits as a regionally significant project under § 957(d)(i) of the General Municipal Law and has recommended that the City and Town of Watertown amend the boundary of the Empire Zone to include Florelle Tissue LLC,

NOW THEREFORE BE IT ENACTED by the City Council of the City of Watertown that Schedule "A" of Local Law No. 14 of 2005 is amended to add the Florelle Tissue LLC manufacturing project on Tax Parcel No. 73.18-1-2.3 in the Town of Hounsfield as a regionally significant manufacturing project in the Watertown Empire Zone and it hereby requests that the New York State Commissioner of Economic Development approve the designation of said regionally significant manufacturing project.

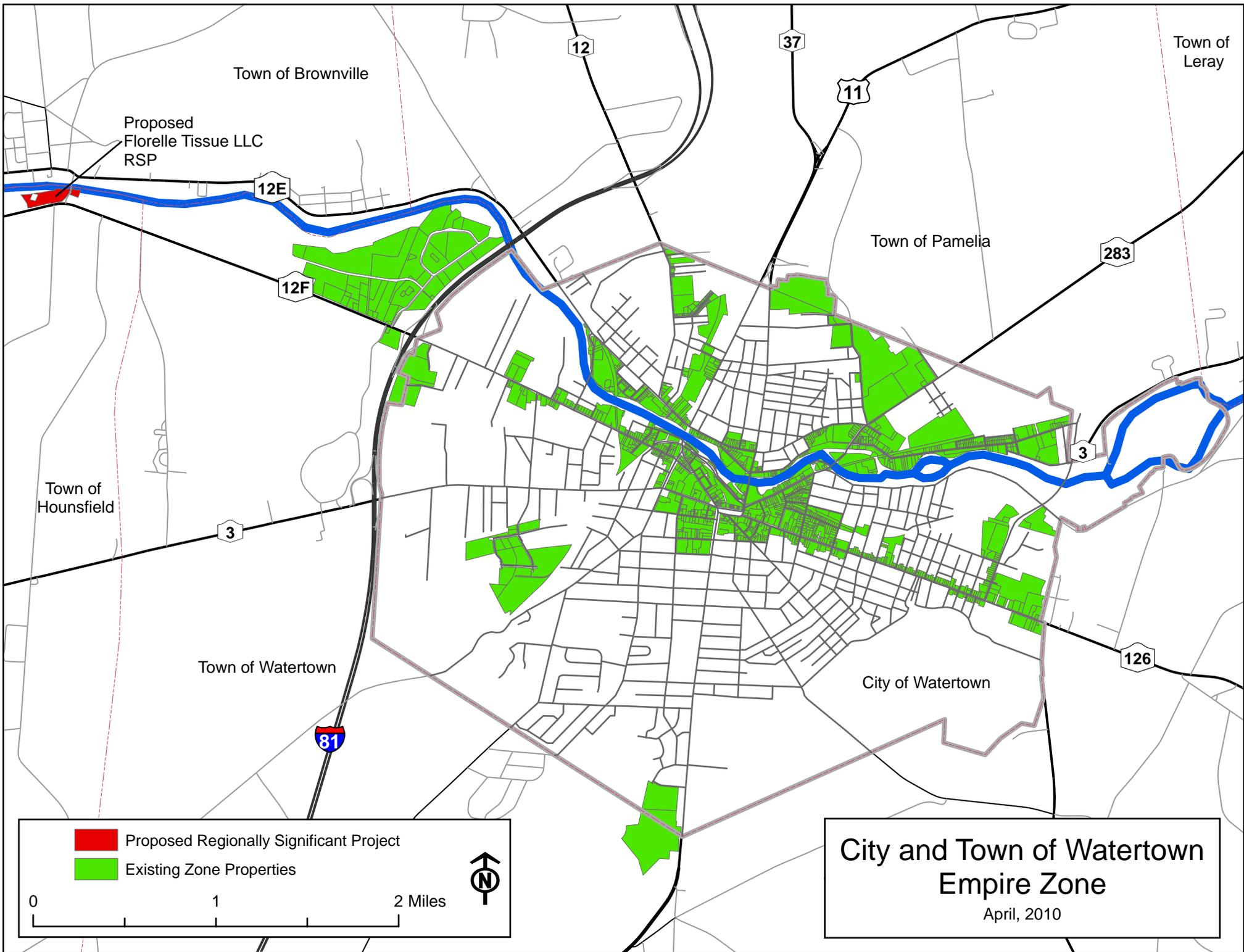
Seconded by Council Member Joseph M. Butler, Jr.

Proposed Florelle Tissue LLC Regionally Significant Project



 Proposed Regionally Significant Project

0 200 400 Feet



Proposed
Floreille Tissue LLC
RSP

Town of Brownville

Town of
Leray

Town of Pamela

Town of
Hounsfield

Town of Watertown

City of Watertown

- Proposed Regionally Significant Project
- Existing Zone Properties

0 1 2 Miles



**City and Town of Watertown
Empire Zone**
April, 2010



RESOLUTION #1

March 24, 2010

RESOLUTION TO REQUEST THAT THE CITY AND TOWN OF WATERTOWN DESIGNATE PARCEL ID #73.18-1-2.3 AS AN EMPIRE ZONE REGIONALLY SIGNIFICANT MANUFACTURING PROJECT

Introduced by:

Joseph Butler, Jr.

Seconded by

James Fitzpatrick

WHEREAS, the City and Town of Watertown Empire Zone Administrative Board is the entity responsible for monitoring, evaluating, and coordinating Empire Zone benefits on behalf of the City and Town of Watertown; and

WHEREAS, the City and Town of Watertown Empire Zone Coordinator received an application for determination of eligibility of a Regionally Significant Project (Form EZ-5) from Florelle Tissue, LLC., to support a Regionally Significant Project; and

WHEREAS, Florelle Tissue, LLC meets the criteria of a Regionally Significant Project by proposing the creation of at least 50 manufacturing jobs; and

WHEREAS, the City and Town of Watertown Empire Zone Administrative Board has identified 1 Bridge Street, Brownville, NY, Tax Parcel ID#73.18-1-2.3 as being the proposed location of the Florelle Tissue, LLC. Regionally Significant Project

NOW, THEREFORE BE IT RESOLVED, that the City and Town of Watertown Zone Administrative Board in its capacity as the entity responsible for monitoring, evaluating, and coordinating Empire Zone benefits, does hereby recommend that the City and Town of Watertown approve Empire Zone designation for tax parcel # 73.18-1-2.3 as a Regionally Significant Manufacturing Project.

| Voting | Yea | Nay | Abstaining |
|--------|-----|-----|------------|
| Total | 7 | 0 | 0 |

April 13, 2010

To: The Honorable Mayor and City Council
From: James E. Mills, City Comptroller
Subject: Upcoming Debt Issue

The City is in the final phase of the process to issue debt to finance various projects for which the City Council has approved the required bond ordinances. After reviewing our current and future financial position with the City Manager, we are recommending that some modifications to the original financing plan be implemented. A summary of projects to be financed with this debt issuance and the amounts to be borrowed are as follows:

| <u>Project</u> | <u>Amount</u> | <u>Years to Pay Back</u> |
|--|--------------------|--------------------------|
| Breen Avenue | \$1,410,000 | 15 years |
| State Street | 215,000 | 10 years |
| Chestnut and Holcomb Street sanitary sewer | 170,000 | 10 years (1) |
| Mill Street storm sewer | 230,000 | 10 years |
| DPW recycling vehicles | 210,000 | 5 years (2) |
| Hydro-electric facility equipment | 165,000 | 5 years (2) |
| North Side Trunk sewer lining | 210,000 | 10 years (3) |
| Sidewalk special assessment district #4 ** | <u>65,000</u> | 10 years |
| Total | <u>\$2,675,000</u> | |

- (1) Decreased the number of years to pay back debt as planned for in the original Capital Budget from 15 years to 10 years
- (2) Decreased the number of years to pay back debt as planned for in the original Capital Budget from 10 years to 5 years
- (3) Decreased the number of years to pay back debt as planned for in the original Capital Budget from 25 years to 10 years

** Sidewalk special assessment district #4 represents the amount that abutting property owners will pay through the City's Special Assessment Program.

In addition to the shortened debt pay back lengths identified above, earlier tonight City Council was presented with a resolution to increase the Sewer Fund, Transfer to the Capital Fund line item appropriation to fund the City's share of the Gaffney Drive sanitary sewer project phases I and II with current resources and avoid the issuance of any debt related to this project.

April 13, 2010

To: The Honorable Mayor and City Council
From: Mary M. Corriveau, City Manager
Subject: Sales Tax Revenue Update – March 2010

We've received the monthly sales tax revenue numbers from Jefferson County this morning. In comparison to March 2009, the March 2010 sales tax numbers are up \$114,034 or 7.82%, actual to actual. In comparison to our budget projection for the month of March, the sales tax numbers are up \$84,980 or 5.71%.

The year-to-date actual to actual numbers are up \$240,169 or 2.17%. Year- to-date budget to actual numbers are above projections by \$19,534 or 0.17%.

These are quarter end numbers and reflect the actual receipts for the quarter ending March 2010. This is the second quarter in a row that actual sales tax receipts are above budgeted projections for Fiscal Year 2009- 2010.

Attached is a spreadsheet that shows the detail collections for this year and last year, along with the budgeted numbers.

| | <u>Actual 2008-09</u> | <u>Actual 2009-10</u> | <u>Variance</u> | <u>% Inc/(Dec)to Prior Year</u> | <u>Quarterly Variance</u> | <u>% Inc/(Dec) to Prior Quarter</u> |
|-----------|-------------------------|-------------------------|----------------------|---|-------------------------------|---|
| July | \$ 1,276,583.16 | \$ 1,054,235.40 | \$ (222,347.76) | -17.42% | | |
| August | \$ 1,268,437.47 | \$ 1,111,867.61 | \$ (156,569.86) | -12.34% | | |
| September | \$ 1,529,231.40 | \$ 1,805,736.35 | \$ 276,504.95 | 18.08% | (102,413) | -2.51% |
| October | \$ 1,103,267.09 | \$ 1,081,393.60 | \$ (21,873.49) | -1.98% | | |
| November | \$ 1,106,239.67 | \$ 1,056,202.62 | \$ (50,037.05) | -4.52% | | |
| December | \$ 1,413,484.74 | \$ 1,606,017.88 | \$ 192,533.14 | 13.62% | 120,623 | 3.33% |
| January | \$ 1,073,260.52 | \$ 1,103,884.32 | \$ 30,623.80 | 2.85% | | |
| February | \$ 843,971.21 | \$ 921,272.05 | \$ 77,300.84 | 9.16% | | |
| March | \$ 1,458,063.47 | \$ 1,572,097.82 | \$ 114,034.35 | 7.82% | 221,959 | 6.58% |
| April | \$ 954,271.15 | \$ - | | 0.00% | | |
| May | \$ 960,158.65 | \$ - | | 0.00% | | |
| June | \$ 1,479,763.24 | \$ - | | 0.00% | - | 0.00% |
| YTD | <u>\$ 14,466,731.77</u> | <u>\$ 11,312,707.65</u> | <u>\$ 240,168.92</u> | <u>2.17%</u> | | |

| | <u>Original Budget 2009-10</u> | <u>Actual 2009-10</u> | <u>Variance</u> | <u>%</u> | | |
|-----------|--------------------------------|-------------------------|---------------------|--------------|-----------|--------|
| July | \$ 1,302,020.72 | \$ 1,054,235.40 | \$ (247,785.32) | -19.03% | | |
| August | \$ 1,293,712.72 | \$ 1,111,867.61 | \$ (181,845.11) | -14.06% | | |
| September | \$ 1,559,703.30 | \$ 1,805,736.35 | \$ 246,033.05 | 15.77% | (183,597) | -4.42% |
| October | \$ 1,125,251.11 | \$ 1,081,393.60 | \$ (43,857.51) | -3.90% | | |
| November | \$ 1,128,282.92 | \$ 1,056,202.62 | \$ (72,080.30) | -6.39% | | |
| December | \$ 1,441,650.24 | \$ 1,606,017.88 | \$ 164,367.64 | 11.40% | 48,430 | 1.31% |
| January | \$ 1,094,646.62 | \$ 1,103,884.32 | \$ 9,237.70 | 0.84% | | |
| February | \$ 860,788.42 | \$ 921,272.05 | \$ 60,483.63 | 7.03% | | |
| March | \$ 1,487,117.26 | \$ 1,572,097.82 | \$ 84,980.56 | 5.71% | 154,702 | 4.49% |
| April | \$ 973,286.23 | \$ - | | 0.00% | | |
| May | \$ 979,291.05 | \$ - | | 0.00% | | |
| June | \$ 1,509,250.43 | \$ - | | 0.00% | - | 0.00% |
| YTD | <u>\$ 14,755,000.00</u> | <u>\$ 11,312,707.65</u> | <u>\$ 19,534.35</u> | <u>0.17%</u> | | |

April 14, 2010

To: The Honorable Mayor and City Council

From: James E. Mills, City Comptroller

Subject: Quarterly Financial Report

Attached for City Council review is the Financial Report for the quarter ended March 2010.

CITY OF WATERTOWN
FY 2009/10 MONTHLY FINANCIAL REPORT (UNAUDITED)
THROUGH THE QUARTER ENDED MARCH 31, 2010

GENERAL FUND SUMMARY

| General Fund Summary | 2009-10 Revised Budget | YTD Actual | % | Prior YTD Actual | 2008-09 Actual |
|----------------------------|---------------------------|---------------|--------|---------------------|-------------------|
| Revenues | \$ 34,574,744 | \$ 27,333,863 | 79.06% | \$ 28,930,308 | \$ 36,390,196 |
| Expenditures | \$ 36,285,869 | \$ 25,413,294 | 70.04% | \$ 26,322,248 | \$ 35,567,262 |
| Net Change in Fund Balance | \$ (1,711,125) | \$ 1,920,569 | | \$ 2,608,060 | \$ 822,934 |

GENERAL FUND REVENUES

General fund revenues are down \$1,596,445 or 5.52% compared to last year due mostly to the 801 PILOT distribution received last year (\$2,270,641) which was off set in part by the increased tax levy (\$229,320) and the increase in sales tax (\$240,169). The 10 largest general fund budgeted revenues account for over 93% of the total general fund revenues. A summary of general fund revenues is as follows:

| GENERAL FUND REVENUES | 2009-10 Revised Budget | Current Y-T-D | Y-T-D % of Budget (March = 75%) | Prior Y-T-D | 2008-09 Actual |
|--------------------------------------|---------------------------|---------------|------------------------------------|---------------|-------------------|
| State Admin. Sales & Use Tax | \$ 14,755,000 | \$ 11,312,708 | 76.67% | \$ 11,072,539 | \$ 14,466,732 |
| Real Property Taxes(net of reserve) | \$ 7,286,373 | \$ 7,354,399 | 100.93% | \$ 7,116,012 | \$ 7,101,270 |
| State Aid, Per Capita | \$ 5,090,177 | \$ 3,468,617 | 68.14% | \$ 3,570,420 | \$ 5,090,176 |
| Sale of Surplus Power | \$ 2,920,000 | \$ 2,025,857 | 69.38% | \$ 2,029,706 | \$ 2,805,326 |
| Refuse and Garbage Charges | \$ 695,000 | \$ 546,382 | 78.62% | \$ 483,658 | \$ 670,300 |
| Payments in Lieu of Taxes | \$ 124,310 | \$ 165,869 | 133.43% | \$ 2,400,414 | \$ 2,417,360 |
| Utilities Gross Income Tax | \$ 385,000 | \$ 234,774 | 60.98% | \$ 280,195 | \$ 376,670 |
| Interest/Penalties on Property Taxes | \$ 125,000 | \$ 45,696 | 36.56% | \$ 43,077 | \$ 111,184 |
| State Aid, Mortgage Tax | \$ 370,000 | \$ 252,383 | 68.21% | \$ 270,622 | \$ 418,469 |
| Interest and Earnings | \$ 130,000 | \$ 86,510 | 66.55% | \$ 225,403 | \$ 251,941 |
| Subtotal | \$ 31,880,860 | \$ 25,493,194 | 79.96% | \$ 27,492,046 | \$ 33,709,429 |
| All Other General Fund Revenues | \$ 2,693,884 | \$ 1,840,669 | 68.33% | \$ 1,438,262 | \$ 2,680,767 |
| Total | \$ 34,574,744 | \$ 27,333,863 | 79.06% | \$ 28,930,308 | \$ 36,390,196 |

Real Property Tax Collections: Gross property tax revenue for FY 09-10 is \$7,343,895 of which \$145,734 or 1.98% remained uncollected at the end of the month. Last year at this time \$150,636 or 2.05% of the gross property tax revenue of \$7,117,771 remained uncollected.

Interest and Penalties on Property Taxes: Revenue was up compared to last year by \$2,619 or 6.08%. Due to the continued increase in participation of outside investors at the City tax sale certificate auctions the City has realized a decrease in the number of tax sale certificates held by being the default bidder and thus a lower amount of revenue from interest and penalties on tax sale certificate redemptions.

Sales Tax Revenue: The City's sales tax collections are up by \$240,169 or 2.17% compared to last year. However, compared to the adopted budget, revenue is up slightly by \$19,534 or 0.17%.

Sale of Surplus Power: The City's sale of surplus power is down slightly compared to last year by \$3,849 or 0.19% compared to last year. Compared to FY 2007/08 revenue is up \$424,401 or 26.50%.

Utilities Gross Income Tax Revenue: Under General Municipal Law, the City imposes a 1% tax on the gross income from every utility doing business in the City. Revenue is down compared to last year by \$ 45,421 or 16.21% due in part to the disputed method in which National Grid remitted gross receipt taxes to municipalities for the first two quarterly payments of this fiscal year and lower utility costs.

Mortgage Tax Revenue: The City receives 1/2% tax for each mortgage recorded on property located within the City. Revenue for the year is down \$18,239 or 6.74% compared to last year.

NYS Unrestricted Aid and AIM funding: The City's revenue from the NYS Aid and Incentives to Municipalities program (AIM) was reduced \$101,804 by the passing of the State's Deficit Reduction Plan. In addition, Governor Paterson withheld an additional \$61,307 from the December payment due to the State's cash position. This amount was subsequently paid to the City on January 20th.

CITY OF WATERTOWN
FY 2009/10 MONTHLY FINANCIAL REPORT (UNAUDITED)
THROUGH THE QUARTER ENDED MARCH 31, 2010

GENERAL FUND EXPENDITURES

The following 10 departments / categories represent nearly 86% of the General Fund budgeted expenditures. General fund expenditures are down by \$908,954 or 3.45% compared to last year at this time. In January the City processed the payroll increases retroactive to July 1st totaling approximately \$45,000 due to the settlement of the police union contract.

| GENERAL FUND EXPENDITURES | 2009-10 Revised Budget | Current Y-T-D | Y-T-D % of Budget (March = 75%) | Prior Y-T-D | 2008-09 Actual (Unaudited) |
|---------------------------------|---------------------------|---------------|------------------------------------|---------------|-------------------------------|
| Fire | \$ 7,731,369 | \$ 5,431,095 | 70.25% | \$ 5,822,736 | \$ 7,811,115 |
| Police | \$ 6,890,782 | \$ 4,717,974 | 68.47% | \$ 5,064,518 | \$ 6,978,577 |
| Department of Public Works | \$ 5,022,731 | \$ 3,500,875 | 69.70% | \$ 3,593,694 | \$ 4,829,050 |
| Debt Service | \$ 3,792,780 | \$ 3,145,345 | 82.93% | \$ 3,043,186 | \$ 3,746,047 |
| Health Insurance-Retirees | \$ 3,390,869 | \$ 2,547,013 | 75.11% | \$ 2,321,444 | \$ 3,183,671 |
| Parks and Recreation | \$ 1,209,391 | \$ 840,514 | 69.50% | \$ 822,328 | \$ 1,181,007 |
| Library Transfer | \$ 984,210 | \$ 690,000 | 70.11% | \$ 661,000 | \$ 918,880 |
| Transfer to Capital Projects | \$ 516,000 | \$ 306,437 | 59.39% | \$ 179,312 | \$ 482,952 |
| Traffic Control & Lighting | \$ 836,634 | \$ 543,724 | 64.99% | \$ 633,661 | \$ 779,443 |
| Bus | \$ 772,197 | \$ 592,088 | 76.68% | \$ 513,239 | \$ 755,667 |
| SUBTOTAL | \$ 31,146,963 | \$ 22,315,066 | 71.64% | \$ 22,655,118 | \$ 30,666,409 |
| All Other Departments/Transfers | \$ 5,138,906 | \$ 3,098,228 | 60.29% | \$ 3,667,130 | \$ 4,900,853 |
| TOTAL | \$ 36,285,869 | \$ 25,413,294 | 70.04% | \$ 26,322,248 | \$ 35,567,262 |

GENERAL FUND - PERSONAL SERVICES

Personal service expenditures account for over 38% of the general fund budgeted expenditures. The following table presents the 10 largest departmental budgeted personal services. These 10 departments represent nearly 83% of the budgeted general fund personal service expenditures. Fire department overtime was is down compared to last year by \$51,031 or 22.87%. Police department overtime is down \$3,695 or 2.21%.

| Department | 2009-10 Revised Budget | Current Y-T-D | Y-T-D % of Budget (March = 75%) | Prior Y-T-D | 2008-09 Actual (Unaudited) |
|-----------------------|---------------------------|---------------|------------------------------------|---------------|-------------------------------|
| Fire | \$ 4,910,380 | \$ 3,384,518 | 68.93% | \$ 3,565,792 | \$ 4,621,181 |
| Police | \$ 4,174,121 | \$ 2,984,089 | 71.49% | \$ 3,079,089 | \$ 3,855,401 |
| DPW Snow Removal | \$ 511,158 | \$ 416,640 | 81.51% | \$ 482,176 | \$ 481,455 |
| Engineering | \$ 505,265 | \$ 330,955 | 65.50% | \$ 367,375 | \$ 399,939 |
| Municipal Executive | \$ 392,466 | \$ 225,619 | 57.49% | \$ 293,239 | \$ 394,229 |
| DPW Refuse & Garbage | \$ 336,293 | \$ 200,929 | 59.75% | \$ 196,120 | \$ 271,805 |
| DPW Administration | \$ 360,820 | \$ 256,068 | 70.97% | \$ 238,626 | \$ 327,456 |
| DPW Central Garage | \$ 322,624 | \$ 228,472 | 70.82% | \$ 216,718 | \$ 292,474 |
| Bus | \$ 320,509 | \$ 225,636 | 70.40% | \$ 219,383 | \$ 284,403 |
| Comptroller | \$ 300,589 | \$ 210,756 | 70.11% | \$ 204,181 | \$ 276,722 |
| SUBTOTAL | \$ 12,134,225 | \$ 8,463,681 | 69.75% | \$ 8,862,699 | \$ 11,205,064 |
| All Other Departments | \$ 2,558,769 | \$ 1,741,466 | 68.06% | \$ 1,657,229 | \$ 2,148,132 |
| TOTAL | \$ 14,692,994 | \$ 10,205,147 | 69.46% | \$ 10,519,928 | \$ 13,353,196 |

CITY OF WATERTOWN
FY 2009/10 MONTHLY FINANCIAL REPORT (UNAUDITED)
THROUGH THE QUARTER ENDED MARCH 31, 2010

WATER FUND

Revenues were lower compared to last year, down \$185,579 or 5.57%. The quarterly bill for March to DANC was up \$7,933 or 6.93% compared to the same quarter last year. Although year-to-date revenue from DANC billings is down \$140,591 or 26.65% the revenues are still higher than budgeted by approximately \$17,000. Expenditures are lower by \$296,770 or 7.97% compared to last year due to a significant bond maturing in March 2009.

| | 2009-10 | | Y-T-D % of Budget | | 2008-09 |
|----------------------------|----------------|--------------|-------------------|--------------|--------------------|
| Water Fund Summary | Revised Budget | Y-T-D Actual | (March = 75%) | Prior Y-T-D | Actual (Unaudited) |
| Revenues | \$ 4,564,000 | \$ 3,145,527 | 68.92% | \$ 3,331,106 | \$ 4,734,487 |
| Expenditures | \$ 4,737,981 | \$ 3,425,160 | 72.29% | \$ 3,721,930 | \$ 4,882,845 |
| Net Change in Fund Balance | \$ (173,981) | \$ (279,633) | | \$ (390,825) | \$ (148,358) |

SEWER FUND

Revenues have increased from last year by \$59,328,034 or 2.01%. The billings to DANC through March were up \$100,379 or 32.63% compared to last year. Expenditures have increased by \$166,873 or 5.83% compared to last year.

| | 2009-10 | | Y-T-D % of Budget | | 2008-09 |
|----------------------------|----------------|--------------|-------------------|--------------|--------------------|
| Sewer Fund Summary | Revised Budget | Y-T-D Actual | (March = 75%) | Prior Y-T-D | Actual (Unaudited) |
| Revenues | \$ 4,256,650 | \$ 3,010,527 | 70.73% | \$ 2,951,200 | \$ 4,374,681 |
| Expenditures | \$ 4,496,493 | \$ 3,029,771 | 67.38% | \$ 2,862,897 | \$ 3,833,307 |
| Net Change in Fund Balance | \$ (239,843) | \$ (19,243) | | \$ 88,303 | \$ 541,374 |

LIBRARY FUND

Excluding the transfer from the General Fund, revenues are down compared to last year by \$3,418 or 5.22% due to the receipt of a grant in the prior year in the amount of \$3,650. Expenditures are up by \$20,834 or 2.85% compared to last year.

| | 2009-10 | | Y-T-D % of Budget | | 2008-09 |
|----------------------------|----------------|--------------|-------------------|-------------|--------------------|
| Library Fund Summary | Revised Budget | Y-T-D Actual | (March = 75%) | Prior Y-T-D | Actual (Unaudited) |
| Revenues | \$ 1,031,135 | \$ 752,027 | 72.93% | \$ 726,445 | \$ 999,771 |
| Expenditures | \$ 1,070,987 | \$ 751,957 | 70.21% | \$ 731,123 | \$ 1,019,941 |
| Net Change in Fund Balance | \$ (39,852) | \$ 70 | | \$ (4,679) | \$ (20,170) |

The majority of the Library revenues shown in this fund are a result of the library transfer expense (\$690,000) shown up above in the General Fund Expenditures section. All available library revenues such as fines and grants are utilized prior to any transfer from the General Fund.

SELF-INSURANCE FUND

Revenues were up compared to last year by \$657,396 or 11.93%. Expenditures are up by \$620,459 or 12.89% compared to last year.

| | 2009-10 | | Y-T-D % of Budget | | 2008-09 |
|-----------------------------|----------------|--------------|-------------------|--------------|--------------------|
| Self-Insurance Fund Summary | Revised Budget | Y-T-D Actual | (March = 75%) | Prior Y-T-D | Actual (Unaudited) |
| Revenues | \$ 7,852,120 | \$ 6,167,642 | 78.55% | \$ 5,510,246 | \$ 7,666,226 |
| Expenditures | \$ 7,852,120 | \$ 5,432,599 | 69.19% | \$ 4,812,140 | \$ 6,422,848 |
| Net Change in Fund Balance | \$ - | \$ 735,043 | | \$ 698,106 | \$ 1,243,378 |

CITY OF WATERTOWN
FY 2009/10 MONTHLY FINANCIAL REPORT (UNAUDITED)
THROUGH THE QUARTER ENDED MARCH 31, 2010

| | 2009-10 Revised Budget | Current Y-T-D | Y-T-D % of Budget (March = 75%) | Prior Y-T-D | 2008-09 Actual | Current YTD vs. Prior YTD | |
|---------------------------------------|---------------------------|---------------|------------------------------------|---------------|-------------------|---------------------------|-----------|
| | | | | | | Variance | % |
| General Fund Revenues | | | | | | | |
| Real Property Taxes | \$ 7,344,073 | \$ 7,343,895 | 100.00% | \$ 7,114,575 | \$ 7,114,576 | \$ 229,320 | 3.22% |
| Special Assessments (sidewalks) | \$ 12,300 | \$ 10,505 | 85.40% | \$ 8,698 | \$ 10,883 | \$ 1,807 | 20.77% |
| Real Property Tax Reserve | \$ (70,000) | \$ - | 0.00% | \$ (7,261) | \$ (24,189) | \$ 7,261 | -100.00% |
| Federal Payments in Lieu of Taxes | \$ 22,500 | \$ 31,102 | 138.23% | \$ 22,047 | \$ 22,047 | \$ 9,055 | 41.07% |
| Other Payments in Lieu of Taxes | \$ 101,810 | \$ 134,766 | 132.37% | \$ 2,378,367 | \$ 2,395,312 | \$ (2,243,600) | -94.33% |
| Interest/Penalties on Property Taxes | \$ 125,000 | \$ 45,696 | 36.56% | \$ 43,077 | \$ 111,184 | \$ 2,619 | 6.08% |
| State Admin. Sales & Use Tax | \$ 14,755,000 | \$ 11,312,708 | 76.67% | \$ 11,072,539 | \$ 14,466,732 | \$ 240,169 | 2.17% |
| Utilities Gross Income Tax | \$ 385,000 | \$ 234,774 | 60.98% | \$ 280,195 | \$ 376,670 | \$ (45,421) | -16.21% |
| Franchises | \$ 423,000 | \$ 271,848 | 64.27% | \$ 234,922 | \$ 406,570 | \$ 36,926 | 15.72% |
| Tax Sale Advertising | \$ 10,000 | \$ 780 | 7.80% | \$ 320 | \$ 12,160 | \$ 460 | 143.75% |
| Comptroller's Fees | \$ 7,500 | \$ 5,685 | 75.80% | \$ 5,347 | \$ 7,199 | \$ 338 | 6.32% |
| Assessor's Fees | \$ 900 | \$ 171 | 19.03% | \$ 432 | \$ 806 | \$ (261) | -60.36% |
| Clerk Fees | \$ 110,800 | \$ 78,342 | 70.71% | \$ 80,829 | \$ 113,228 | \$ (2,488) | -3.08% |
| Civil Service Fees | \$ 4,125 | \$ 3,397 | 82.35% | \$ 2,990 | \$ 2,990 | \$ 407 | 13.61% |
| Police Fees | \$ 5,000 | \$ 2,318 | 46.37% | \$ 4,538 | \$ 5,532 | \$ (2,220) | -48.91% |
| Demolition Charges | \$ - | \$ - | 0.00% | \$ - | \$ - | \$ - | 0.00% |
| Public Works Fees | \$ 85,000 | \$ 72,052 | 84.77% | \$ 60,107 | \$ 63,751 | \$ 11,945 | 19.87% |
| DPW Charges - Fuel | \$ 21,225 | \$ 16,437 | 77.44% | \$ 20,586 | \$ 25,786 | \$ (4,149) | -20.15% |
| Bus Fares | \$ 165,000 | \$ 117,966 | 71.49% | \$ 87,653 | \$ 112,906 | \$ 30,312 | 34.58% |
| Bus Advertising | \$ 10,000 | \$ 3,990 | 39.90% | \$ 8,565 | \$ 10,195 | \$ (4,575) | -53.42% |
| Parks & Recreation Charges | \$ 11,250 | \$ 4,105 | 36.49% | \$ 4,901 | \$ 7,291 | \$ (796) | -16.24% |
| Recreation Concessions | \$ 35,000 | \$ 34,272 | 97.92% | \$ 28,296 | \$ 29,307 | \$ 5,976 | 21.12% |
| Special Recreation Facility Charges | \$ 24,000 | \$ 24,000 | 100.00% | \$ 7,500 | \$ 7,500 | \$ 16,500 | 220.00% |
| Pool Fees | \$ 1,000 | \$ 337 | 33.70% | \$ 1,017 | \$ 1,017 | \$ (680) | -66.86% |
| Arena Fees | \$ 121,600 | \$ 59,205 | 48.69% | \$ 50,140 | \$ 94,708 | \$ 9,065 | 18.08% |
| Skating Rink Charges | \$ 50,000 | \$ 48,034 | 96.07% | \$ 47,405 | \$ 49,642 | \$ 629 | 1.33% |
| Zoning Fees | \$ 2,500 | \$ 2,125 | 85.00% | \$ 1,900 | \$ 3,100 | \$ 225 | 11.84% |
| Refuse and Garbage Charges | \$ 510,000 | \$ 365,913 | 71.75% | \$ 340,895 | \$ 510,508 | \$ 25,018 | 7.34% |
| Toter Fees | \$ 185,000 | \$ 180,470 | 97.55% | \$ 142,763 | \$ 159,793 | \$ 37,707 | 26.41% |
| Sale of Surplus Power | \$ 2,920,000 | \$ 2,025,857 | 69.38% | \$ 2,029,706 | \$ 2,805,326 | \$ (3,849) | -0.19% |
| Taxes/Assessment Svcs. Other Govt. | \$ 4,500 | \$ 4,502 | 100.03% | \$ 2,255 | \$ 2,255 | \$ 2,247 | 99.67% |
| Civil Service Charges-School District | \$ 25,000 | \$ 27,085 | 108.34% | \$ 24,030 | \$ 24,030 | \$ 3,056 | 12.72% |
| Police Services | \$ 97,750 | \$ 61,356 | 62.77% | \$ 81,879 | \$ 127,620 | \$ (20,524) | -25.07% |
| Transportation Services, Other Govts. | \$ - | \$ 5,075 | 0.00% | \$ 9,320 | \$ 9,320 | \$ (4,245) | -45.55% |
| Misc. Revenues, Other Govts. | \$ - | \$ - | 0.00% | \$ - | \$ - | \$ - | 0.00% |
| Interest and Earnings | \$ 130,000 | \$ 86,510 | 66.55% | \$ 225,403 | \$ 251,941 | \$ (138,894) | -61.62% |
| Rental of Real Property | \$ 31,850 | \$ 22,636 | 71.07% | \$ 24,912 | \$ 28,684 | \$ (2,276) | -9.14% |
| Business and Occupational Licenses | \$ 7,000 | \$ 3,310 | 47.29% | \$ 4,143 | \$ 6,187 | \$ (833) | -20.11% |
| Games of Chance Licenses | \$ 200 | \$ 70 | 35.00% | \$ 105 | \$ 105 | \$ (35) | -33.33% |
| Bingo Licenses | \$ 4,000 | \$ 2,938 | 73.44% | \$ 3,549 | \$ 4,335 | \$ (611) | -17.22% |
| Building & Alterations Permits | \$ 50,000 | \$ 27,983 | 55.97% | \$ 26,795 | \$ 114,721 | \$ 1,189 | 4.44% |
| City Permits | \$ 16,000 | \$ 16,585 | 103.66% | \$ 80 | \$ 140 | \$ 16,505 | 20631.25% |
| Plumbing Permits | \$ - | \$ - | 0.00% | \$ - | \$ - | \$ - | 0.00% |
| Sanitary Sewer Permits | \$ 3,000 | \$ 885 | 29.50% | \$ 1,035 | \$ 1,160 | \$ (150) | -14.49% |
| Storm Sewer Permits | \$ 500 | \$ 825 | 165.00% | \$ 200 | \$ 425 | \$ 625 | 312.50% |
| Fines & Forfeited Bail | \$ 135,000 | \$ 80,711 | 59.79% | \$ 84,704 | \$ 117,660 | \$ (3,993) | -4.71% |
| Scrap & Excess Materials Sale | \$ 4,500 | \$ 1,348 | 29.96% | \$ 3,735 | \$ 4,937 | \$ (2,387) | -63.91% |
| Minor Sales | \$ 100 | \$ - | 0.00% | \$ 3 | \$ 3 | \$ (3) | -100.00% |
| Sale of Real Property | \$ 10,000 | \$ 11,351 | 113.51% | \$ 18,285 | \$ 18,285 | \$ (6,934) | -37.92% |
| Sale of Equipment | \$ 2,500 | \$ 15,438 | 617.52% | \$ - | \$ 4,755 | \$ 15,438 | #DIV/0! |
| Insurance Recoveries | \$ 25,000 | \$ 12,766 | 51.07% | \$ 14,647 | \$ 20,240 | \$ (1,881) | -12.84% |
| Other Compensation for Loss | \$ - | \$ - | 0.00% | \$ - | \$ - | \$ - | 0.00% |
| Refund of Prior Year Expense | \$ 7,500 | \$ 1,987 | 26.50% | \$ 1,843 | \$ 24,793 | \$ 145 | 7.85% |
| Gifts & Donations | \$ 10,000 | \$ 7,250 | 72.50% | \$ 10,000 | \$ 18,649 | \$ (2,750) | -27.50% |
| Other Unclassified Revenues | \$ 1,000 | \$ 305 | 30.50% | \$ 507 | \$ 2,504 | \$ (202) | -39.81% |
| Central Printing & Mailing | \$ 6,300 | \$ 1,847 | 29.32% | \$ 1,594 | \$ 2,296 | \$ 253 | 15.89% |
| Central Garage | \$ 100,000 | \$ 63,087 | 63.09% | \$ 77,479 | \$ 96,806 | \$ (14,392) | -18.58% |
| State Aid, Per Capita | \$ 5,090,177 | \$ 3,468,617 | 68.14% | \$ 3,570,420 | \$ 5,090,176 | \$ (101,803) | -2.85% |
| State Aid, Real Property Tax Law | \$ - | \$ - | 0.00% | \$ - | \$ - | \$ - | 0.00% |
| State Aid, Mortgage Tax | \$ 370,000 | \$ 252,383 | 68.21% | \$ 270,622 | \$ 418,469 | \$ (18,239) | -6.74% |
| State Aid, STAR | \$ - | \$ - | 0.00% | \$ 10,068 | \$ 10,068 | \$ (10,068) | -100.00% |
| State Aid, Records Management | \$ - | \$ - | 0.00% | \$ - | \$ - | \$ - | 0.00% |
| State Aid, Other | \$ - | \$ - | 0.00% | \$ - | \$ - | \$ - | 0.00% |

CITY OF WATERTOWN
FY 2009/10 MONTHLY FINANCIAL REPORT (UNAUDITED)
THROUGH THE QUARTER ENDED MARCH 31, 2010

| | 2009-10 | Current Y-T-D | Y-T-D % of Budget (March = 75%) | Prior Y-T-D | 2008-09 | Current YTD vs. Prior YTD | | |
|---|----------------|---------------|------------------------------------|---------------|---------------|---------------------------|----------|--|
| | Revised Budget | | | | Actual | Variance | % | |
| State Reimbursement-Worker's Comp. | \$ 65,000 | \$ 40,408 | 62.17% | \$ 27,826 | \$ 46,634 | \$ 12,582 | 45.22% | |
| State Reimbursement-Court Security | \$ 30,325 | \$ - | 0.00% | \$ - | \$ 38,128 | \$ - | 0.00% | |
| State Reimbursement-Court Postage | \$ 1,752 | \$ 1,314 | 75.00% | \$ 1,168 | \$ 1,752 | \$ 146 | 12.50% | |
| State Reimbursement-CHIPs | \$ 14,400 | \$ 2,779 | 19.30% | \$ - | \$ 15,070 | \$ 2,779 | #DIV/0! | |
| State Mass Transportation Assistance | \$ 170,000 | \$ 203,776 | 119.87% | \$ 230,807 | \$ 277,483 | \$ (27,031) | -11.71% | |
| State Aid-Transportation Grants | \$ - | \$ 7,033 | 0.00% | \$ - | \$ 4,624 | \$ 7,033 | #DIV/0! | |
| State Aid, Youth Program | \$ 11,500 | \$ - | 91.73% | \$ - | \$ 12,494 | \$ 6,146 | #DIV/0! | |
| State Aid, Juvenile Program | \$ 6,700 | \$ 6,146 | 9.80% | \$ 7,159 | \$ 7,616 | \$ (308) | -4.30% | |
| State Aid, Other Home & Community Service | \$ 69,900 | \$ 6,851 | 0.00% | \$ 8,472 | \$ 16,870 | \$ (8,472) | -100.00% | |
| State Aid, Codes | \$ - | \$ - | 0.00% | \$ - | \$ - | \$ - | 0.00% | |
| Fed Aid - Other (TSA) | \$ - | \$ - | 0.00% | \$ - | \$ - | \$ - | 0.00% | |
| Federal Aid Police Block Grant | \$ 154,957 | \$ 87,492 | 56.46% | \$ 2,025 | \$ 197,730 | \$ 85,467 | 4220.57% | |
| Federal Aid Highway Safety | \$ 9,000 | \$ 5,049 | 56.10% | \$ 3,390 | \$ 7,341 | \$ 1,659 | 48.93% | |
| Federal Transportation Assistance | \$ 112,000 | \$ - | 0.00% | \$ 108,800 | \$ 108,800 | \$ (108,800) | -100.00% | |
| Federal Aid-Transportation Grants | \$ - | \$ 56,261 | 0.00% | \$ - | \$ 36,992 | \$ 56,261 | #DIV/0! | |
| Federal Aid-Other Home & Community Serv. | \$ - | \$ - | 0.00% | \$ - | \$ 21,049 | \$ - | 0.00% | |
| Interfund Transfers | \$ 418,750 | \$ 309,156 | 73.83% | \$ - | \$ 294,520 | \$ 309,156 | #DIV/0! | |
| Total Revenue | \$ 34,574,744 | \$ 27,333,863 | 79.06% | \$ 28,930,308 | \$ 36,390,196 | \$ (1,596,445) | -5.52% | |
| Appropriated Fund Balance | \$ 1,521,000 | \$ - | 0.00% | \$ - | \$ - | \$ - | 0.00% | |
| Revenue and Fund Balance | \$ 36,095,744 | \$ 27,333,863 | 75.73% | \$ 28,930,308 | \$ 36,390,196 | \$ (1,596,445) | -5.52% | |
| General Fund Expenditures | | | | | | | | |
| Legislative Board | \$ 64,286 | \$ 49,625 | 77.19% | \$ 45,807 | \$ 60,902 | \$ 3,818 | 8.33% | |
| Mayor | \$ 26,128 | \$ 20,733 | 79.35% | \$ 20,049 | \$ 24,308 | \$ 683 | 3.41% | |
| Municipal Executive | \$ 538,746 | \$ 323,917 | 60.12% | \$ 412,384 | \$ 577,228 | \$ (88,467) | -21.45% | |
| Comptroller | \$ 492,271 | \$ 357,109 | 72.54% | \$ 327,934 | \$ 463,290 | \$ 29,175 | 8.90% | |
| Purchasing | \$ 121,727 | \$ 90,498 | 74.35% | \$ 86,491 | \$ 119,268 | \$ 4,007 | 4.63% | |
| Assessment | \$ 258,469 | \$ 177,589 | 68.71% | \$ 192,988 | \$ 272,451 | \$ (15,399) | -7.98% | |
| Tax Advertising | \$ 13,000 | \$ 4,510 | 34.69% | \$ 2,574 | \$ 12,648 | \$ 1,936 | 75.24% | |
| Property Acquired for Taxes | \$ 52,500 | \$ 2,367 | 4.51% | \$ 18,654 | \$ 19,459 | \$ (16,286) | -87.31% | |
| Fiscal Agent Fees | \$ 3,100 | \$ 2,955 | 95.31% | \$ 3,692 | \$ 3,692 | \$ (737) | -19.97% | |
| Clerk | \$ 200,400 | \$ 147,703 | 73.70% | \$ 144,309 | \$ 195,879 | \$ 3,394 | 2.35% | |
| Law | \$ 192,600 | \$ 122,997 | 63.86% | \$ 129,838 | \$ 186,380 | \$ (6,841) | -5.27% | |
| Civil Service | \$ 82,590 | \$ 59,716 | 72.30% | \$ 44,862 | \$ 80,111 | \$ (14,853) | 33.11% | |
| Engineering | \$ 713,235 | \$ 479,483 | 67.23% | \$ 537,775 | \$ 730,880 | \$ (58,292) | -10.84% | |
| DPW Administration | \$ 646,646 | \$ 459,721 | 71.09% | \$ 468,264 | \$ 636,449 | \$ (8,543) | -1.82% | |
| Buildings | \$ 206,329 | \$ 151,685 | 73.52% | \$ 184,576 | \$ 240,306 | \$ (32,891) | -17.82% | |
| Central Garage | \$ 657,938 | \$ 437,002 | 66.42% | \$ 432,204 | \$ 616,517 | \$ 4,798 | 1.11% | |
| Central Printing & Mailing | \$ 82,500 | \$ 48,780 | 59.13% | \$ 49,393 | \$ 75,982 | \$ (614) | -1.24% | |
| Information Technology | \$ 509,955 | \$ 348,056 | 68.25% | \$ 347,953 | \$ 454,554 | \$ 103 | 0.03% | |
| Judgements & Claims | \$ 18,685 | \$ - | 0.00% | \$ 19,115 | \$ 19,115 | \$ (19,115) | -100.00% | |
| Land | \$ - | \$ - | 0.00% | \$ - | \$ - | \$ - | 0.00% | |
| Taxes on Property | \$ 32,925 | \$ 29,121 | 88.45% | \$ 31,027 | \$ 31,027 | \$ (1,906) | -6.14% | |
| Contingency | \$ 377,000 | \$ - | 0.00% | \$ - | \$ - | \$ - | 0.00% | |
| Police | \$ 6,890,782 | \$ 4,717,974 | 68.47% | \$ 5,064,518 | \$ 6,978,577 | \$ (346,543) | -6.84% | |
| Fire | \$ 7,731,369 | \$ 5,431,095 | 70.25% | \$ 5,822,736 | \$ 7,811,115 | \$ (391,641) | -6.73% | |
| Control of Animals | \$ 85,382 | \$ - | 0.00% | \$ 85,382 | \$ 85,382 | \$ (85,382) | -100.00% | |
| Safety Inspection | \$ 343,759 | \$ 213,093 | 61.99% | \$ 244,714 | \$ 330,030 | \$ (31,621) | -12.92% | |
| DPW Municipal Maintenance | \$ 550,412 | \$ 339,099 | 61.61% | \$ 369,725 | \$ 570,398 | \$ (30,626) | -8.28% | |
| DPW Road Maintenance | \$ 708,040 | \$ 527,136 | 74.45% | \$ 387,194 | \$ 591,869 | \$ 139,943 | 36.14% | |
| DPW Snow Removal | \$ 1,243,526 | \$ 909,100 | 73.11% | \$ 1,145,827 | \$ 1,256,391 | \$ (236,727) | -20.66% | |
| Hydro Electric Production | \$ 354,900 | \$ 204,208 | 57.54% | \$ 191,176 | \$ 282,146 | \$ 13,031 | 6.82% | |
| Traffic Control & Lighting | \$ 836,634 | \$ 543,724 | 64.99% | \$ 633,661 | \$ 779,443 | \$ (89,937) | -14.19% | |
| Bus | \$ 772,197 | \$ 592,088 | 76.68% | \$ 513,239 | \$ 755,667 | \$ 78,849 | 15.36% | |
| Off Street Parking | \$ 52,369 | \$ 50,821 | 97.04% | \$ 56,181 | \$ 59,195 | \$ (5,361) | -9.54% | |
| Community Action | \$ 52,000 | \$ 52,000 | 100.00% | \$ 52,000 | \$ 52,000 | \$ - | 0.00% | |
| Publicity | \$ - | \$ - | 0.00% | \$ 1,698 | \$ 1,698 | \$ (1,698) | -100.00% | |
| IND CTR, LDC, EDZ | \$ 5,000 | \$ - | 0.00% | \$ - | \$ 5,000 | \$ - | 0.00% | |
| Recreation Administration | \$ 166,166 | \$ 129,506 | 77.94% | \$ 132,972 | \$ 183,403 | \$ (3,466) | -2.61% | |
| Thompson Park | \$ 284,197 | \$ 190,126 | 66.90% | \$ 173,200 | \$ 269,349 | \$ 16,926 | 9.77% | |
| Recreation Playgrounds | \$ 65,669 | \$ 43,143 | 65.70% | \$ 43,626 | \$ 54,804 | \$ (483) | -1.11% | |
| Recreation Fairgrounds | \$ 124,256 | \$ 62,176 | 50.04% | \$ 54,986 | \$ 120,003 | \$ 7,190 | 13.08% | |
| Recreation Athletic Programs | \$ 60,490 | \$ 32,195 | 53.22% | \$ 34,594 | \$ 69,315 | \$ (2,399) | -6.94% | |
| Recreation Outdoor Swimming Pool | \$ 163,569 | \$ 99,709 | 60.96% | \$ 113,785 | \$ 156,844 | \$ (14,076) | -12.37% | |
| Recreation Ice Arena | \$ 345,044 | \$ 283,659 | 82.21% | \$ 269,165 | \$ 327,288 | \$ 14,495 | 5.39% | |

CITY OF WATERTOWN
FY 2009/10 MONTHLY FINANCIAL REPORT (UNAUDITED)
THROUGH THE QUARTER ENDED MARCH 31, 2010

| | 2009-10 Revised Budget | Current Y-T-D | Y-T-D % of Budget (March = 75%) | Prior Y-T-D | 2008-09 Actual | Current YTD vs. Prior YTD | |
|-------------------------------------|---------------------------|----------------------|------------------------------------|----------------------|----------------------|---------------------------|---------------|
| | | | | | | Variance | % |
| Historian | \$ 250 | \$ - | 0.00% | \$ - | \$ - | \$ - | 0.00% |
| Zoning | \$ 3,000 | \$ 971 | 32.38% | \$ 2,130 | \$ 2,974 | \$ (1,159) | -54.39% |
| Planning | \$ 141,800 | \$ 48,650 | 34.31% | \$ 42,971 | \$ 68,215 | \$ 5,679 | 13.22% |
| DPW Storm Sewer | \$ 344,548 | \$ 235,879 | 68.46% | \$ 233,654 | \$ 335,578 | \$ 2,225 | 0.95% |
| DPW Refuse & Garbage | \$ 871,621 | \$ 592,938 | 68.03% | \$ 556,826 | \$ 821,849 | \$ 36,112 | 6.49% |
| Worker's Compensation | \$ 72,000 | \$ 70,915 | 98.49% | \$ 66,317 | \$ 87,750 | \$ 4,598 | 6.93% |
| Unemployment Insurance | \$ 7,000 | \$ 5,728 | 81.83% | \$ 3,053 | \$ 9,832 | \$ 2,675 | 87.61% |
| Health Insurance-Retirees | \$ 3,390,869 | \$ 2,547,013 | 75.11% | \$ 2,321,444 | \$ 3,183,671 | \$ 225,570 | 9.72% |
| Compensated Absences | \$ - | \$ - | 0.00% | \$ - | \$ 27,066 | \$ - | 0.00% |
| General Liability Reserve Transfer | \$ 25,000 | \$ 25,000 | 100.00% | \$ 25,000 | \$ 25,000 | \$ - | 0.00% |
| Library Transfer | \$ 984,210 | \$ 690,000 | 70.11% | \$ 661,000 | \$ 918,880 | \$ 29,000 | 4.39% |
| Serial Bonds - Principal | \$ 2,716,719 | \$ 2,403,902 | 88.49% | \$ 2,269,497 | \$ 2,614,314 | \$ 134,405 | 5.92% |
| Serial Bonds-Interest | \$ 1,045,561 | \$ 718,931 | 68.76% | \$ 750,581 | \$ 1,101,085 | \$ (31,651) | -4.22% |
| Bond Anticipation Notes - Principal | \$ - | \$ - | 0.00% | \$ 224,300 | \$ 224,300 | \$ (224,300) | -100.00% |
| Bond Anticipation Notes-Interest | \$ - | \$ - | 0.00% | \$ 62,786 | \$ 62,786 | \$ (62,786) | -100.00% |
| NYPA Loan Principal | \$ 29,000 | \$ 21,624 | 74.56% | \$ 20,618 | \$ 27,726 | \$ 1,006 | 4.88% |
| NYPA Loan Interest | \$ 1,500 | \$ 889 | 59.27% | \$ 2,490 | \$ 2,923 | \$ (1,601) | -64.30% |
| Capital Reserve Fund | \$ - | \$ - | 0.00% | \$ - | \$ - | \$ - | 0.00% |
| Capital Fund Transfer | \$ 516,000 | \$ 306,437 | 59.39% | \$ 179,312 | \$ 482,952 | \$ 127,125 | 70.90% |
| Black River Trust Fund Transfer | \$ 10,000 | \$ 10,000 | 100.00% | \$ 10,000 | \$ 10,000 | \$ - | 0.00% |
| TOTAL | \$ 36,285,869 | \$ 25,413,294 | 70.04% | \$ 26,322,248 | \$ 35,567,262 | \$ (908,954) | -3.45% |
| Water Fund Revenues | | | | | | | |
| Water Rents | \$ 3,750,000 | \$ 2,532,583 | 67.54% | \$ 2,615,114 | \$ 3,763,921 | \$ (82,531) | -3.16% |
| Unmetered Water | \$ 12,000 | \$ 8,563 | 71.36% | \$ 5,218 | \$ 10,123 | \$ 3,346 | 64.13% |
| Outside User Fees | \$ 486,000 | \$ 387,040 | 79.64% | \$ 527,631 | \$ 688,420 | \$ (140,591) | -26.65% |
| Water Service Charges | \$ 65,000 | \$ 57,953 | 89.16% | \$ 39,247 | \$ 69,446 | \$ 18,706 | 47.66% |
| Interest & Penalties on Water Rents | \$ 65,000 | \$ 54,499 | 83.84% | \$ 57,725 | \$ 75,523 | \$ (3,226) | -5.59% |
| Interest Earnings | \$ 10,000 | \$ 3,696 | 36.96% | \$ 12,052 | \$ 13,299 | \$ (8,355) | -69.33% |
| Sale of Scrap | \$ 1,000 | \$ 1,324 | 132.41% | \$ 1,258 | \$ 1,258 | \$ 66 | 5.25% |
| Sale of Equipment | \$ - | \$ - | 0.00% | \$ - | \$ 900 | \$ - | 0.00% |
| Insurance Recoveries | \$ 1,000 | \$ 5,486 | 548.62% | \$ - | \$ - | \$ 5,486 | #DIV/0! |
| Refund of Prior Years Expenditure | \$ - | \$ 68 | 0.00% | \$ 60 | \$ 60 | \$ 8 | 13.03% |
| Premium on Obligations | \$ - | \$ - | 0.00% | \$ 2,900 | \$ 2,900 | \$ (2,900) | -100.00% |
| Unclassified Revenues | \$ - | \$ 51 | 0.00% | \$ 3,183 | \$ 1,747 | \$ (3,132) | -98.39% |
| Metered Water Sales Funds | \$ 98,000 | \$ 72,165 | 73.64% | \$ 66,719 | \$ 95,065 | \$ 5,446 | 8.16% |
| Interfund Transfers | \$ 76,000 | \$ 22,098 | 29.08% | \$ - | \$ 11,825 | \$ 22,098 | #DIV/0! |
| Total Revenue | \$ 4,564,000 | \$ 3,145,527 | 68.92% | \$ 3,331,106 | \$ 4,734,487 | \$ (185,579) | -5.57% |
| Appropriated Fund Balance | \$ 171,843 | \$ 279,633 | 162.73% | \$ 390,825 | \$ 148,358 | \$ (111,192) | -28.45% |
| Revenue and Fund Balance | \$ 4,735,843 | \$ 3,425,160 | 72.32% | \$ 3,721,930 | \$ 4,882,845 | \$ (296,770) | -7.97% |
| Water Fund Expenditures | | | | | | | |
| Taxes on Property | \$ 695 | \$ 672 | 96.74% | \$ 668 | \$ 668 | \$ 5 | 0.68% |
| Contingency | \$ 10,000 | \$ - | 0.00% | \$ - | \$ - | \$ - | 0.00% |
| Water Administration | \$ 253,965 | \$ 199,011 | 78.36% | \$ 177,038 | \$ 242,427 | \$ 21,973 | 12.41% |
| Source of Supply, Power and Pump | \$ 486,770 | \$ 305,896 | 62.84% | \$ 344,563 | \$ 445,694 | \$ (38,667) | -11.22% |
| Water Purification | \$ 1,457,064 | \$ 1,011,929 | 69.45% | \$ 990,231 | \$ 1,357,822 | \$ 21,698 | 2.19% |
| Transmission and Distribution | \$ 1,160,280 | \$ 798,592 | 68.83% | \$ 841,154 | \$ 1,171,351 | \$ (42,563) | -5.06% |
| Worker's Compensation | \$ 9,000 | \$ 3,363 | 37.36% | \$ 2,952 | \$ 3,921 | \$ 410 | 13.90% |
| Unemployment Insurance | \$ - | \$ - | 0.00% | \$ - | \$ - | \$ - | 0.00% |
| Health Insurance | \$ 165,466 | \$ 113,222 | 68.43% | \$ 122,523 | \$ 146,301 | \$ (9,300) | -7.59% |
| Compensated Absences | \$ 2,500 | \$ - | 0.00% | \$ - | \$ (1,916) | \$ - | 0.00% |
| General Liability Transfer | \$ 7,500 | \$ 7,500 | 100.00% | \$ 7,500 | \$ 7,500 | \$ - | 0.00% |
| Serial Bonds - Principal | \$ 902,992 | \$ 799,992 | 88.59% | \$ 1,004,187 | \$ 1,107,187 | \$ (204,195) | -20.33% |
| Serial Bonds - Interest | \$ 216,749 | \$ 162,676 | 75.05% | \$ 193,730 | \$ 267,533 | \$ (31,054) | -16.03% |
| Bond Anticipation Notes - Principal | \$ - | \$ - | 0.00% | \$ 27,200 | \$ 27,200 | \$ (27,200) | -100.00% |
| Bond Anticipation Notes-Interest | \$ - | \$ - | 0.00% | \$ 10,184 | \$ 10,184 | \$ (10,184) | -100.00% |
| Transfer to Coagulation Reserve | \$ 30,000 | \$ - | 0.00% | \$ - | \$ 40,000 | \$ - | 0.00% |
| Transfer to Capital | \$ 35,000 | \$ 22,306 | 63.73% | \$ - | \$ 56,974 | \$ 22,306 | #DIV/0! |
| TOTAL | \$ 4,737,981 | \$ 3,425,160 | 72.29% | \$ 3,721,930 | \$ 4,882,845 | \$ (296,770) | -7.97% |
| Sewer Fund Revenues | | | | | | | |
| Sewer Rents | \$ 2,730,000 | \$ 1,852,964 | 67.87% | \$ 1,876,185 | \$ 2,752,341 | \$ (23,221) | -1.24% |
| Sewer Charges | \$ 130,000 | \$ 230,584 | 177.37% | \$ 132,612 | \$ 249,988 | \$ 97,972 | 73.88% |
| Interest & Penalties on Sewer Rents | \$ 55,000 | \$ 47,373 | 86.13% | \$ 51,808 | \$ 68,936 | \$ (4,435) | -8.56% |
| Sewer Rents-Governments | \$ 1,064,000 | \$ 646,331 | 60.75% | \$ 701,205 | \$ 1,040,103 | \$ (54,874) | -7.83% |
| Interest Earnings | \$ 1,000 | \$ 1,901 | 190.15% | \$ 554 | \$ 968 | \$ 1,348 | 243.31% |

CITY OF WATERTOWN
FY 2009/10 MONTHLY FINANCIAL REPORT (UNAUDITED)
THROUGH THE QUARTER ENDED MARCH 31, 2010

| | 2009-10 Revised Budget | Current Y-T-D | Y-T-D % of Budget (March = 75%) | Prior Y-T-D | 2008-09 Actual | Current YTD vs. Prior YTD | |
|-----------------------------------|---------------------------|---------------|------------------------------------|--------------|-------------------|---------------------------|----------|
| | | | | | | Variance | % |
| Permit Fees | \$ 23,000 | \$ 21,125 | 91.85% | \$ 23,250 | \$ 23,250 | \$ (2,125) | -9.14% |
| Sale of Scrap | \$ 1,000 | \$ - | 0.00% | \$ 230 | \$ 230 | \$ (230) | -100.00% |
| Sale of Equipment | \$ - | \$ 14,550 | 0.00% | \$ - | \$ 1,868 | \$ 14,550 | #DIV/0! |
| Insurance Recovery | \$ - | \$ - | 0.00% | \$ - | \$ - | \$ - | 0.00% |
| Refund of Prior Years Expenditure | \$ - | \$ 115 | 0.00% | \$ - | \$ - | \$ 115 | #DIV/0! |
| Premium on Obligations | \$ - | \$ - | 0.00% | \$ 6,323 | \$ 6,323 | \$ (6,323) | -100.00% |
| Unclassified Revenues | \$ - | \$ - | 0.00% | \$ - | \$ - | \$ - | 0.00% |
| Interfund Revenues | \$ 177,000 | \$ 118,470 | 66.93% | \$ 156,031 | \$ 209,714 | \$ (37,561) | -24.07% |
| State Aid - Workers Compensation | \$ - | \$ 4,249 | 0.00% | \$ 3,000 | \$ 6,447 | \$ 1,249 | 41.63% |
| State Aid - CHIPSs | \$ - | \$ - | 0.00% | \$ - | \$ 2,383 | \$ - | 0.00% |
| Interfund Transfer | \$ 75,650 | \$ 72,865 | 96.32% | \$ - | \$ 12,129 | \$ 72,865 | #DIV/0! |
| Total Revenue | \$ 4,256,650 | \$ 3,010,527 | 70.73% | \$ 2,951,200 | \$ 4,374,681 | \$ 59,328 | 2.01% |
| Appropriated Fund Balance | \$ (222,686) | \$ 19,243 | -8.64% | \$ - | \$ - | \$ 19,243 | #DIV/0! |
| Total Revenue | \$ 4,033,964 | \$ 3,029,771 | 75.11% | \$ 2,951,200 | \$ 4,374,681 | \$ 78,571 | 2.66% |

Sewer Fund Expenditures

| | | | | | | | |
|-------------------------------------|--------------|--------------|---------|--------------|--------------|-------------|----------|
| Sewer Administration | \$ 137,040 | \$ 101,875 | 74.34% | \$ 96,604 | \$ 128,024 | \$ 5,271 | 5.46% |
| Sanitary Sewer | \$ 417,749 | \$ 273,197 | 65.40% | \$ 266,789 | \$ 378,453 | \$ 6,408 | 2.40% |
| Sewage Treatment and Disposal | \$ 2,883,992 | \$ 1,932,275 | 67.00% | \$ 1,815,300 | \$ 2,498,564 | \$ 116,975 | 6.44% |
| Contingency | \$ 20,000 | \$ - | 0.00% | \$ - | \$ - | \$ - | 0.00% |
| Worker's Compensation | \$ 6,000 | \$ 2,665 | 44.42% | \$ 2,338 | \$ 3,105 | \$ 328 | 14.02% |
| Unemployment Insurance | \$ - | \$ - | 0.00% | \$ - | \$ - | \$ - | 0.00% |
| Health Insurance | \$ 107,420 | \$ 99,664 | 92.78% | \$ 74,308 | \$ 120,060 | \$ 25,356 | 34.12% |
| Compensated Absences | \$ - | \$ - | 0.00% | \$ - | \$ 118 | \$ - | 0.00% |
| General Liability Transfer | \$ 7,500 | \$ 7,500 | 100.00% | \$ - | \$ - | \$ 7,500 | #DIV/0! |
| Serial Bonds - Principal | \$ 504,181 | \$ 465,306 | 92.29% | \$ 387,016 | \$ 434,391 | \$ 78,290 | 20.23% |
| Serial Bonds - Interest | \$ 185,411 | \$ 143,710 | 77.51% | \$ 130,150 | \$ 179,689 | \$ 13,560 | 10.42% |
| Bond Anticipation Notes - Principal | \$ - | \$ - | 0.00% | \$ 78,500 | \$ 78,500 | \$ (78,500) | -100.00% |
| Bond Anticipation Notes-Interest | \$ - | \$ - | 0.00% | \$ 10,330 | \$ 10,330 | \$ (10,330) | -100.00% |
| NYPA Principal | \$ 2,000 | \$ 1,463 | 73.16% | \$ 1,395 | \$ 1,876 | \$ 68 | 4.88% |
| NYPA Interest | \$ 200 | \$ 60 | 30.09% | \$ 168 | \$ 198 | \$ (108) | -64.28% |
| Transfer to Capital Fund | \$ 225,000 | \$ 2,055 | 0.91% | \$ - | \$ - | \$ 2,055 | #DIV/0! |
| TOTAL | \$ 4,496,493 | \$ 3,029,771 | 67.38% | \$ 2,862,897 | \$ 3,833,307 | \$ 166,873 | 5.83% |

Library Fund Revenues

| | | | | | | | |
|---------------------------------------|--------------|------------|---------|------------|--------------|------------|----------|
| Library Fines | \$ 18,500 | \$ 12,103 | 65.42% | \$ 10,709 | \$ 15,988 | \$ 1,393 | 13.01% |
| Insurance Recovery | \$ - | \$ - | 0.00% | \$ - | \$ - | \$ - | 0.00% |
| Refund of Prior Years Expenditure | \$ - | \$ - | 0.00% | \$ - | \$ - | \$ - | 0.00% |
| Library Grant | \$ 49,925 | \$ 49,924 | 100.00% | \$ 49,924 | \$ 49,924 | \$ 0 | 0.00% |
| Unclassified Revenues | \$ 500 | \$ - | 0.00% | \$ 1,161 | \$ 1,211 | \$ (1,161) | -100.00% |
| State Aid, Library Construction Grant | \$ - | \$ - | 0.00% | \$ 3,650 | \$ 13,767 | \$ (3,650) | -100.00% |
| Interfund Transfer | \$ 962,210 | \$ 690,000 | 71.71% | \$ 661,000 | \$ 918,880 | \$ 29,000 | 4.39% |
| Total Revenue | \$ 1,031,135 | \$ 752,027 | 72.93% | \$ 726,445 | \$ 999,771 | \$ 25,582 | 3.52% |
| Appropriated Fund Balance | \$ 30,000 | \$ - | 0.00% | \$ 4,679 | \$ 20,170 | \$ (4,679) | -100.00% |
| Revenue and Fund Balance | \$ 1,061,135 | \$ 752,027 | 70.87% | \$ 731,123 | \$ 1,019,941 | \$ 20,904 | 2.86% |

Library Fund Expenditures

| | | | | | | | |
|-------------------------------------|--------------|------------|---------|------------|--------------|------------|---------|
| Contingency | \$ - | \$ - | 0.00% | \$ - | \$ - | \$ - | 0.00% |
| Library Fund Expenditures | \$ 841,256 | \$ 589,248 | 70.04% | \$ 555,082 | \$ 767,112 | \$ 34,166 | 6.16% |
| Worker's Compensation | \$ 1,000 | \$ 1,189 | 118.91% | \$ 1,042 | \$ 1,384 | \$ 147 | 14.09% |
| Unemployment Insurance | \$ - | \$ - | 0.00% | \$ - | \$ - | \$ - | 0.00% |
| Health Insurance | \$ 137,118 | \$ 98,113 | 71.55% | \$ 102,485 | \$ 139,787 | \$ (4,371) | -4.27% |
| Compensated Absences | \$ - | \$ - | 0.00% | \$ - | \$ (3,103) | \$ - | 0.00% |
| Serial Bonds - Principal | \$ 51,084 | \$ 38,000 | 74.39% | \$ 40,500 | \$ 53,584 | \$ (2,500) | -6.17% |
| Serial Bonds - Interest | \$ 20,529 | \$ 10,644 | 51.85% | \$ 11,814 | \$ 22,793 | \$ (1,170) | -9.91% |
| Bond Anticipation Notes - Principal | \$ - | \$ - | 0.00% | \$ - | \$ - | \$ - | 0.00% |
| Bond Anticipation Notes-Interest | \$ - | \$ - | 0.00% | \$ - | \$ - | \$ - | 0.00% |
| NYPA Principal | \$ 18,500 | \$ 13,676 | 73.92% | \$ 13,246 | \$ 17,535 | \$ 430 | 3.24% |
| NYPA Interest | \$ 1,500 | \$ 562 | 37.48% | \$ 1,368 | \$ 1,849 | \$ (806) | -58.91% |
| Transfer to Capital | \$ - | \$ 526 | 0.00% | \$ 5,586 | \$ 19,000 | \$ (5,060) | -90.59% |
| TOTAL | \$ 1,070,987 | \$ 751,957 | 70.21% | \$ 731,123 | \$ 1,019,941 | \$ 20,834 | 2.85% |

Self-Insurance Fund Revenues

| | | | | | | | |
|------------------------|--------------|--------------|--------|--------------|--------------|------------|-------|
| Shared Service Charges | \$ 6,998,835 | \$ 5,216,115 | 74.53% | \$ 4,964,577 | \$ 6,614,140 | \$ 251,538 | 5.07% |
|------------------------|--------------|--------------|--------|--------------|--------------|------------|-------|

CITY OF WATERTOWN
FY 2009/10 MONTHLY FINANCIAL REPORT (UNAUDITED)
THROUGH THE QUARTER ENDED MARCH 31, 2010

| | 2009-10 Revised Budget | Current Y-T-D | Y-T-D % of Budget (March = 75%) | Prior Y-T-D | 2008-09 Actual | Current YTD vs. Prior YTD | |
|-------------------------------|---------------------------|---------------|------------------------------------|--------------|-------------------|---------------------------|----------|
| | | | | | | Variance | % |
| Interest and Earnings | \$ - | \$ 7,471 | 0.00% | \$ 264 | \$ 1,838 | \$ 7,207 | 2732.86% |
| Insurance Recoveries | \$ 50,000 | \$ 359,452 | 718.90% | \$ 45,281 | \$ 274,680 | \$ 314,171 | 693.83% |
| Medicare Part D reimbursement | \$ 160,000 | \$ 47,408 | 29.63% | \$ 40,410 | \$ 181,539 | \$ 6,998 | 17.32% |
| Employee Contributions | \$ 590,285 | \$ 460,137 | 77.95% | \$ 402,235 | \$ 543,194 | \$ 57,902 | 14.39% |
| Unclassified Revenues | \$ - | \$ - | 0.00% | \$ 32,571 | \$ - | \$ (32,571) | -100.00% |
| Prescription Reimbursements | \$ 53,000 | \$ 77,060 | 145.40% | \$ 24,909 | \$ 50,834 | \$ 52,151 | 209.36% |
| Total Revenue | \$ 7,852,120 | \$ 6,167,642 | 78.55% | \$ 5,510,246 | \$ 7,666,226 | \$ 657,396 | 11.93% |
| Appropriated Fund Balance | \$ - | \$ - | 0.00% | \$ - | \$ - | \$ - | 0.00% |
| Revenue and Fund Balance | \$ 7,852,120 | \$ 6,167,642 | 78.55% | \$ 5,510,246 | \$ 7,666,226 | \$ 657,396 | 11.93% |

Self-Insurance Fund Expenditures

| | | | | | | | |
|---------------------|--------------|--------------|--------|--------------|--------------|------------|---------|
| Administration | \$ 165,000 | \$ 138,352 | 83.85% | \$ 124,579 | \$ 166,202 | \$ 13,773 | 11.06% |
| City Administration | \$ 32,390 | \$ 19,813 | 61.17% | \$ 23,368 | \$ 31,253 | \$ (3,555) | -15.21% |
| Stop Loss Insurance | \$ 391,310 | \$ 316,493 | 80.88% | \$ 303,793 | \$ 361,108 | \$ 12,700 | 4.18% |
| Medical Claims | \$ 4,648,420 | \$ 3,224,426 | 69.37% | \$ 2,700,111 | \$ 3,663,440 | \$ 524,315 | 19.42% |
| Pharmacy Claims | \$ 2,615,000 | \$ 1,733,515 | 66.29% | \$ 1,660,289 | \$ 2,200,844 | \$ 73,226 | 4.41% |
| TOTAL | \$ 7,852,120 | \$ 5,432,599 | 69.19% | \$ 4,812,140 | \$ 6,422,848 | \$ 620,459 | 12.89% |