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, August 16, 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 -	Authorizing Application for NYS Office of Homeland Security Grant, Fire Department
Resolution No. 2 -	Approving Amendments to the City of Watertown Purchasing Policy, Competitive Bidding Limits
Resolution No. 3 -	Approving New York State Energy Research and Development Authority Grant Acceptance Agreement
Resolution No. 4 -	Approving Second Amendment to Grant Disbursement Agreement With Empire State Development Corporation for the RESTORE NY Grant for the Franklin Building
Resolution No. 5 -	Approving Change Order No. 1 to Agreement, CCI Companies, Inc., Breen Avenue
Resolution No. 6 -	Accepting the Bid From ConTech Building Systems, Inc. for the Construction of Franklin Street Sidewalk Improvements
Resolution No. 7 -	Approving Geothermal Professional Services Agreement, Sack and Associates PLLC
Resolution No. 8 -	Approving the City of Watertown's Combined Sewer Overflow Long Term Control Plan

Resolution No. 9 - Accepting Bid for Dredging of Coagulation Basin at Water Treatment Plant, D^2 Dewatering Services, Inc.

Resolution No. 10 - Approving Agreement for Professional Services, Public Safety Interoperable Communications, Blue Wings Services, Inc.

ORDINANCES

Ordinance No. 1 - Approving the Zone Change Request Submitted by John and Amy MacGregor, to Change the Approved Zoning Classification of 561-579 Burdick Street, Parcel Numbers 1-04-114 through 1-04-120, from Light Industry to Residence B

Ordinance No. 2 - Amending Zoning Ordinance, Chapter 310 of the Code of the City of Watertown, Pertaining to Beer and Wine Production

LOCAL LAW

PUBLIC HEARING

7:30 p.m. Authorizing Spending From Coagulation Basin Reserve Fund

7:30 p.m. Finding that Changing the Approved Zoning Classification of the Parcels in the 500 Block of Jefferson and Olive Streets and the 200 Block of Mechanic Street From Light Industrial to Residence C and of the Parcels in the 400 and 500 Blocks of Factory Street, the 300 Block of Mechanic Street and the 200 and 300 Blocks of High Street From Light Industrial to Commercial Will Not Have a Significant Impact on the Environment

7:30 p.m. Ordinance Changing the Zoning Classification of Parcels in the 500 Block of Jefferson and Olive Streets and the 200 Block of Mechanic Street From Light Industrial to Residence C and in the 400 and 500 Blocks of Factory Street, 300 Block of Mechanic Street and the 200 and 300 Blocks of High Street From Light Industrial to Commercial

OLD BUSINESS

STAFF REPORTS

1. Public Square Traffic Concerns

2. Bike Auction Results

NEW BUSINESS

EXECUTIVE SESSION

WORK SESSION

ADJOURNMENT

NEXT REGULARLY SCHEDULED CITY COUNCIL MEETING IS TUESDAY, SEPTEMBER 7, 2010.

Res No. 1

August 12, 2010

To: The Honorable Mayor and City Council

From: Mary M. Corriveau, City Manager

Subject: Authorizing Application for NYS Office of Homeland Security Grant, Fire Department

The City Fire Department has an opportunity to apply for a grant from the NYS Office of Homeland Security in the amount of $105,087. This non-matching grant is for a multi-year term through the summer of 2013. The funds will be used for technical rescue equipment ($57,000), training by the NYS Office of Fire Prevention and Control ($13,900), and overtime costs ($34,000) the City many incur associated with the training which is outlined in the attached report of Fire Chief Dale C. Herman. Once the initial training has been completed, ongoing annual performance skill training will be provided by in-house staff.

A resolution is attached for City Council consideration authorizing Chief Herman to sign and submit the grant application on behalf of the City of Watertown by September 1, 2010.

Resolution No. 1 August 16, 2010

RESOLUTION

Authorizing Application for NYS Office of Homeland Security Grant, Fire Department

	YEA	NAY
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 ……..		

Introduced by

_____

WHEREAS the NYS Office of Homeland Security FY 2010 Technical Rescue and Urban Search and Rescue Grant Program is accepting applications for funding through September 1, 2010, and

WHEREAS the City of Watertown Fire Department has prepared an application that meets the intended purpose of this multi-year grant, which will allow the department to purchase technical rescue equipment, obtain training by the NYS Office of Fire Prevention and Control, and cover overtime costs associated with the training, and

WHEREAS the application, in the amount of $105,087, requires no City match,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby authorizes the Fire Department to submit a grant application in the amount of $105,087 to the NYS Office of Homeland Security, and

BE IT FURTHER RESOLVED that the Fire Chief Dale C. Herman is hereby authorized and directed to execute the grant application on behalf of the City of Watertown.

Seconded by

CITY OF WATERTOWN, NEW YORK
FIRE DEPARTMENT
224 South Massey Street
Watertown, New York 13601
(315) 785-7800
Fax: (315) 785-7821

OFFICE OF CITY MANAGER
AUG 12 2010
WATERTOWN, NEW YORK

To: Mrs. Corriveau, City Manager
From: D. Herman, Fire Chief DCH
Date: August 10, 2010
Subject: NYS FY2010 Request for Applications

The NYS Office of Homeland Security is seeking Request for Applications up to $150,000 per applicant to be used for three primary objectives: 1) Advancement of Targeted Technical Rescue and USAR (Urban Search and Rescue) Capabilities 2) Development of Regional Response Capabilities 3) Increasing the Resource Typing of Technical Rescue and USAR Resources in NYS. This is a non-matching grant for municipalities who provide technical rescue and USAR related services to multiple jurisdictions. At present, the City of Watertown Fire Department is the only non-Federal emergency services organization in Jefferson County that has these capabilities.

The goal of the City Fire Department is to apply for this grant to increase our Resource Typing in the field of technical rescue (rope, confined space, etc.). Resource typing is the categorization and description of response resources used in the NIMS (National Incident Management System) based on function, and the minimum capabilities to do that specific function. For example, a Type I Engine has a higher capabilities then a Type II Engine. The Resource Typing that we are trying to achieve are: Type II (medium) structural collapse rescue squad, technician level trench rescue collapse squad, Type I technician confined space rescue team, and a Type II Operations Technical Rope Rescue Team.

The grant is applicable over a multi-year term with the tentative end of performance period being the summer of 2013. The initial new training being applied for would be conducted by the NYS Office of Fire Prevention and Control and continued required annual performance skills would be handled by in-house department staff. All equipment to be purchased in this grant are durable goods with minimal or no continuing up keep cost associated with them.

The grant request needs to be submitted by September 1, 2010 and the department is seeking $105,087 in equipment, training and personnel cost to meet our typing goal. I am attaching a cost break down of the equipment and training cost as well as the 21 page application pamphlet.

Thank you
If you have any further questions, please let me know.

Homeland SecurityGrant
2010

Cost Summary

Item	Cost
Technical rescue equipment	57019
Technical rescue training by NYS OFPC	8000
Overtime for OFPC training	11600
Operational readiness exercise (ORE)expenses for 6 personnel	5940
Overtime for ORE exercise for 6 personnel	22528
Total	105087
Note:	
The OFPC courses include: void search, tools, rope operations	
and rope technician for all 4 shifts	
Overtime for OFPC training is for the above courses to all for shifts	
The Operational readiness exercise is held annually in Albany NY and these cost would provide	
for 6 personnel to participate in two exercises	

Res No. 2

August 11, 2010

To: The Honorable Mayor and City Council

From: Mary M. Corriveau, City Manager

Subject: Competitive Bidding Limit Changes, Purchasing Policy Amendments

Governor David A. Paterson signed into law on June 22, 2010 a bill which raises the competitive bid requirement for local governments, the state of New York, libraries and library systems that purchase of goods. The new legislation raises the competitive bid requirement for the purchase of goods from $10,000 to $20,000.

As detailed in the attached memorandum, City Purchasing Agent Robert J. Cleaver is recommending that the City Council amend the City's Purchasing Policy to reflect this change and clearly define the method of purchase required based on the estimated amount to be purchased. A copy of the update policy is attached for your review and approval.

A resolution approving amendments to our Purchasing Policy has been prepared for City Council consideration.

Resolution No. 2

August 16, 2010

RESOLUTION

Approving Amendments to the City of Watertown Purchasing Policy, Competitive Bidding Limits

	YEA	NAY
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 ……..		

Introduced by

_____

WHEREAS on June 22, 2010, Governor Patterson signed into law Assembly Bill No. A09706 that raises the competitive bid requirement for the purchase of goods from $10,000 to $20,000, and

WHEREAS the City's Procurement Policy has been established and adopted by the City Council, and

WHEREAS based on these amendments in state law, the City's Purchasing Policy has been amended,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby approves the Purchasing Policy for the City of Watertown, a copy of which is attached and made a part of this resolution.

Seconded by

CITY OF WATERTOWN, NEW YORK

PROCUREMENT POLICY

Purpose

To ensure the prudent and economical use of the public's money for the purchase of goods and services of maximum quality at the most economical cost, and to guard against favoritism, improvidence, extravagance, fraud, and corruption, the City of Watertown, N.Y. is adopting internal policies and procedures governing all procurements which are not required to be made pursuant to the competitive bidding requirements of General Municipal Law, Section 103, or of any other general, special or local law.

Purchasing Ethics

To maintain a high standard of conduct and to protect the reputation of the local government, the following rules of conduct with apply:

1. To consider first the interests of the local government and the betterment of its government.

2. To obtain the greatest value for every dollar spent.

3. To be receptive to advice and suggestions from department heads, insofar as such advice and suggestions are not in conflict with legal or moral restrictions in purchasing procedures.

4. To strive for knowledge of equipment and supplies in order to recommend items that may reduce cost and/or increase efficiency.

5. To insist on and expect honesty in sales representation whether offered verbally or in writing, through the advertising or in a sample of a product submitted.

6. To give all responsible bidders equal consideration and the assurance of unbiased judgment in determining whether their product meets specifications.

7. To discourage the offer of, and to decline, gifts which might influence the purchase of municipal equipment and supplies.

8. To accord a prompt and courteous reception, insofar as conditions permit, to all who call on legitimate business missions.

9. To counsel and assist other purchasing agents in the performance of their duties wherever occasion permits.

10. To cooperate with governmental and trade associations in the promotion and development of sound business methods in the purchasing of equipment and supplies.

11. To seek or dispense no personal favors.

Competitive Bidding

1.) Every purchase to be made must be initially reviewed by each department to determine whether it is a purchase contract or a public works contract. Once that determination is made, a good faith effort will be made to determine whether it is known or can be reasonable expected that the aggregate amount to be spent on the item of supply or service is not subject to competitive bidding, taking into account past purchases and the aggregate amount to be spent in a year. It is unlawful to artificially split or divide a contract or enter into a series of transactions, to avoid a competitive bidding threshold. The source of funds to be spent does not alter the requirements of competitive bidding i.e. Public Grants. No purchase can be made without the appropriate funding to support the purchase in place.

The following items are not subject to competitive bidding pursuant to Section 103 of the General Municipal Law: purchase contracts up to $20,000. and public works contracts up to $35,000.; emergency purchases; good purchased from agencies for the blind or severely handicapped; goods purchased from correctional institutions, purchases under State and County contracts; surplus and second-hand purchases from another governmental entity, and Sole Source purchases. Sole Source purchases are done when a product or service is available from one source only, the product/service is uniquely required in public interest, or if there is no substantial equivalent.

The decision that a purchase is not subject to competitive bidding will be documented in writing by the department making the purchase. This documentation may include written or verbal quotes from vendors, price lists, catalogs, a memo from the requisitioner indicating how the decision was arrived at, a copy of the contract indicating the source which makes the item or service exempt, a memo from the department detailing the circumstances which led to an emergency purchase, or any other written documentation that is appropriate.

2.) All goods and services will be secured by use of written requests for proposals, written quotations, verbal quotations, or any other method that assures that goods will be purchased at the lowest price and that favoritism will be avoided, except in the following circumstances: purchase contracts over $20,000 and public works contracts over $35,000; goods purchased from agencies for the blind or severely handicapped pursuant to Section 175-b of the State Finance Law, goods purchased from correctional institutions pursuant to Section 186 of the Correction Law; purchases under State contracts pursuant to Section 104 of the General Municipal law; purchases under county Contracts pursuant to Section 103(3) of the General Municipal Law; or purchases pursuant to subdivision 6 of this policy.

3.) All procurement and rental/lease of equipment, materials, supplies and nonpersonal services shall be requisitioned through the Purchasing Department, regardless of dollar amount, with the signed approval of the requisitioning department's supervisor prior to ordering. Use of departmental generated requisition numbers, in lieu of a City Purchasing Department purchase order number is prohibited.

4.) The Purchasing Agent shall have the authority to accept, reject, or modify any request for purchase except for those items authorized by the City Council. The Purchasing Agent shall confirm all changes with the requisitioning department prior to taking any action. The requisitioning department has the right to appeal the Purchasing Agent's action to the City Manager for final ruling.

5.) Purchasing Agent Robert J. Cleaver shall be responsible for all procurement activities on behalf of the City of Watertown, N.Y. that are in accordance with the rules and guidelines as set forth in this policy.

The following method of purchase will be used when required by this policy in order to achieve the highest savings:

Estimated Amount of Purchase	**Method required**
$1 - $250	No quotations
$250 - $2,000	2 verbal quotations
$2001 - $5,000	2 written/quotations
$5001 - $10,000	3 written/quotations
$10,001 - $20,000	3 written quotations or sealed bid at discretion of Purchasing Agent
$20,001 and over	Sealed Bid

Estimated Amount of Public Works Contract	**Method required**
$1 - $2,500	No quotation
$2,501 - $10,000	2 written/quotations
$10,001 - $25,000	3 written/quotations
$25,001 - $35,000	4 or more written/quotations or sealed bid at discretion of Purchasing Agent
$35,000 or over	Sealed Bid

Estimated Amount of Rental/Lease Equipment	**Method required**
$1 - $1,000	No quotation
$1,001 and above	2 written quotations

A good faith effort shall be made to obtain the required number of proposals or quotations. If the department is unable to obtain the required number of proposals or quotations, the department will document the attempt made at obtaining the proposals. In no event shall the failure to obtain the proposals be a bar to the procurement. All documentation shall be maintained by the requisitioning department for review by the Purchasing Department.

6.) Documentation is required of each action taken in connection with each purchase.

7.) Documentation and written explanation is required whenever a contract is awarded to other than the lowest responsible bidder. This documentation will include an explanation of how the award will achieve savings or how the bidder was not responsible. A determination that the bidder is not responsible shall be made by the purchasing department and may not be challenged under any circumstances.

8.) Pursuant to General Municipal Law Section 104-b(2)(f), the procurement policy may contain circumstances when, or types of procurements which, in the sole discretion of the governing body, the solicitation of alternative proposals or quotation will not be in the best interest of the municipality. In the following circumstances it may not be in the best interests of the City of Watertown, to solicit quotations or document the basis for not accepting the lowest bid:

a. Professional services or services requiring special or technical skill, training or expertise. The individual or company must be taken based on accountability, reliability, responsibility, skill, education and training, judgment, integrity, and moral worth. The qualifications are not necessarily found in the individual or company that offers the lowest price and the nature of these services are such that they do not readily lend themselves to competitive procurement procedures.

   In determining whether a service fits into this category the City shall take into consideration the following guideline: (a) whether the services are subject to State licensing or testing requirements; (b) whether formal education or training is a necessary prerequisite to the performance of the services; and (c) whether the services require a personal relationship between the individual and municipal officials Professional or technical services shall include but not be limited to the following: services of an attorney; services of a physician; technical services of an engineer engaged to prepare plans, maps and estimates; securing insurance coverage and/ or services of an insurance broker; services of a certified public accountant; investment management services; services of an actuary; printing services involving extensive writing, editing or art work; management of a municipally owned property; and computer software or programming services for customized programs, or services involved in substantial modification and customizing of pre-packaged software.

b. Emergency purchases pursuant to Section 103(4) of the General Municipal Law. Due to the nature of this exception, these goods or services must be purchased immediately and a delay in order to seek alternate proposals may threaten the life, health, safety or welfare of the

residents. This section does not preclude alternate proposals if time permits.

c. Purchases of surplus and second-hand goods from any source. If alternate proposals are required, the City is precluded from purchasing surplus and second-hand goods at auctions or through specific advertised sources where the best prices are usually obtained. It is also difficult to try to compare prices of used goods and a lower price may indicate an older product.

d. Goods and services under $500. The time and documentation required to purchase through this policy may be more costly than the item itself and would therefore not be in the best interest of the taxpayer. In addition, it is not likely that such minimal contracts would be bases on favoritism.

9.) Positive efforts shall be made by the City to use small, minority owned and women-owned businesses as sources for supplies and services. Such efforts should include developing a bidder's mailing list for these sources, and encouraging these businesses to compete for contracts to be awarded.

10.) Unintentional failure to fully comply with the provisions of Section 104-b or the governing boards policies and procedures shall not be grounds to void action taken or give rise to a cause of action against the political subdivision or district or any officer or employee thereof.

11.) This policy shall go into effect upon approval by the City Council and will be reviewed annually by Staff to determine if updates or changes should be made.

Return of Goods

Whenever the City receives a parcel that is either a duplicate shipment or an item that is to be returned for credit, the City (the department holding the goods) should request from the vendor a "Return Goods Authorization Number" or a letter of authorization to return the goods. This provides the City with the appropriate documentation to obtain the proper credit as well as to inform the vendor of the nature of its return. If no authorization is required then a letter should accompany the shipment advising the vendor as to why it is being returned with the follow information: City Purchase Order #, vendor invoice number, and or name of contact at vendor's facility authorizing the return.

Purchase Requisition

A purchase requisition is a request to the purchasing department for the purchase of goods or services. These requests are submitted in written/electronic format. ***All requisitions shall be authorized by the department head prior to submission to the purchasing department*** *in* order to maintain internal control. In the absence of the Department head, a listing of authorized to approve requisitions on their behalf shall be submitted to the Purchasing Department annually.

Each requisition shall include a brief description of the product or service being ordered, and the appropriate product or part number.

The Purchase Order

A purchase order is an official document that binds the City to procure goods or services as specified on the document. Purchase orders must provide sufficient description of the product being ordered or service to be performed. It should detail order quantity, item description, part number(if available), unit cost, and departmental charge code to ensure billing to the correct department's general ledger.

Blanket Purchase Orders – This is a single purchase order that is issued to cover a specified period of time for repetitive purchases of the same goods or redundant services to be utilized. If a blanket purchase order is to be issued, indicate such on the requisition by typing "BLANKET ORDER".

Requests for Proposal (RFP)

A Request for Proposal (RFP) is a competitive procurement with an award based on price and other criteria which may include negotiation. An RFP is not an alternative to competitive bidding, except when expressly authorized by the State Legislature. An RFP may be used if procurement is within exception to competitive bidding and permitted under the City's procurement policies. They are most commonly used for professional service, true leases and licenses/concessions. Procedures include:

1. Establishment of evaluation criteria (i.e. price; experience; creditworthiness; approach to performance; staff availability; ability to perform; and time estimates).

2. Comprehensive, fair solicitation process.

3. Fair and equitable negotiation process.

4. Fair review/evaluation or rating process.

Credit Card Use

The use of the City's credit card shall be limited to travel expenses, tuitions, educational expenses, professional memberships and subscriptions. Use of the credit card for all other expenses is prohibited, except with the expressed written approval of the City Manager.

END OF POLICY

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

July 30, 2010

To: Mary Corriveau

From: Robert J. Cleaver

Subject: Purchasing Policy - Modification
City of Watertown

On June 22, 2010 Governor David A. Patterson signed into law Assembly Bill # A09706 that raises the competitive bid requirement, for the purchase of goods, from $10,000 to $20,000. This revision applies to any single item or any aggregate item of purchase that will exceed $20,000 within a fiscal year.

It is the request of the Purchasing Department that the following revisions be incorporated into our Purchasing Policy:

Estimated Amount of Purchase	**Method Required**	
$1 - $ 500	No quotations	*(previously $1 -$250)*
$ 501 - $2,000	2 verbal quotations	*(previously $250 - $1,000)*
$ 2,001 - $ 5,000	2 written quotations	*(previously $1,001- $5,000)*
$5,001 - $10,000	3 written quotations	*(previously $5,001-$9,999)*
$10,001 - $20,000	3 written quotations or sealed bid at Purchasing Agent's discretion	*(NEW)*
$20,001 and over	Sealed Bid	*(New)*

Estimated Amount of Public Works Contract	**Method required**	
$1 - $2,500	No quotation	(*no change*)
$2,501 - $10,000	2 written quotations	(*no change*)
$10,001 - $25,000	3 written quotations	*(no change)*
$25,001 - $35,000	4 or more written quotations (previously $25,001- $34,999) or sealed bid at Purchasing Agent's discretion.	
$35,001 and over	sealed bid required.	

This revision will allow the City's Purchasing Department to become more efficient and provide the Department with the flexibility to bid or purchase as deemed necessary.

For your review I have attached copies of the NYS Assembly bill # A0907 and page 1 of 7, S 103 from the New York State Laws that reflects the revised bid requirement for purchases in excess of $20,000.

Robert J. Cleaver

cc: Jim Mills, Comptroller
File
Attach: Assembly Bill A09706
Laws of New York , Page 1 of 7

Tuesday, July 13, 2010

A09706 Summary:

BILL NO A09706C

SAME AS Same as Uni. S 6606-B

SPONSOR Budget

COSPNSR

MLTSPNSR

Amd Various Laws, generally

Implements the Public Protection and General Government Budget; relates to merging the crime victims board, the division of probation and correctional alternatives and the office for the prevention of domestic violence into the division of criminal justice services; repeals certain provisions of the executive law and the judiciary law relating thereto (Part A); relates to the office of victim services; repeals certain provisions of the executive law relating thereto (Part A-1); relates to comprehensive emergency management planning and certain fire service related activities; relates to grants and reimbursements to municipalities for certain emergency management and fire service related costs; relates to the New York state interoperable and emergency communication board; relates to grants for public safety communications systems and infrastructure; relates to approval of electrical devices; relates to state fire administration; relates to reports on fire insurance policies; relates to vehicle operation by certain state officials; relates to peace officers; repeals certain provisions of the executive law and the county law relating thereto (Part B); relates to terms of probation; relates to warrants and modification and extension thereof, waiver of extradition, conditions and probation, and reimbursement (Part D); relates to the office of indigent legal services and the indigent legal services fund (Part E); relates to fees collected in relation to the fee for the filing of the first paper in an action or proceeding; relates to the index fee for an action to foreclose (Part K); relates to improving the process for the merging of town and village courts (Part L); relates to certain bonds authorized to be issued or purchased by the municipal bond bank agency and to certain financing agreements authorized to be executed in connection therewith (Part N); relates to abolishing the state employment relations board and shifting responsibilities to the public employment relations board; repeals certain provisions of the labor law relating thereto (Part O); repeals section 163-c of the state finance law relating to imposition of a centralized procurement contract fee (Part P); collects surplus funds from workers' compensation

insurance carriers; prevents such surpluses from recurring (Part Q); relates to providing the workers' compensation board with the powers needed to protect injured workers' benefits (Part R); establishes a joint appointing authority for the state financial system project (Part S); allows the New York state employee health insurance plan to have the option to be self insured; relates to the health benefit plan for employees (Part T); relates to reimbursement for medicare premium charges (Part U); relates to merging the state office of real property services and the state board of real property services into the department of taxation and finance; repeals certain provisions of the real property tax law and the tax law relating thereto (Part W); relates to updates of assessments and data relating to real estate transfers (Part X); relates to restructuring the current aid program to encourage full value reassessments (Part Y); relates to aid and incentives for municipalities; relates to the obligation of the city of New York to fund its administration (Part Z); relates to a program of aid to municipalities in which a video lottery gaming facility is located (Part AA); relates to the sharing of the duties of weights and measures between municipalities; relates to residency requirements of fire districts and fire companies; relates to entering into contracts for tax collection (Part EE); relates to procurements by local governments, the state, libraries and library systems; provides for the repeal of certain provisions upon expiration thereof (Part FF); provides for the administration of certain funds and accounts related to the 2010-2011 budget; authorizes certain payments and transfers; relates to certain monetary transfers, in relation to transfer of funds; relates to housing program bonds and notes; relates to the school tax relief fund; relates to the expiration of certain provisions thereof; relates to notes and bonds of the environmental facilities corporation; relates to the general debt service fund; relates to mental health service facilities financing; relates to the sale of state bonds; relates to the sale of housing bonds and urban renewal bonds; relates to federal interest subsidy payments; relates to cultural education facilities; relates to library construction; relates to voting of directors of the local government assistance corporation; relates to certificates of participation; provides for the administration of certain funds and accounts related to the 2005-2006 budget; provides for the administration of certain funds and accounts related to the 2002-2003 budget; provides for the financing of the correctional facilities improvement fund and the youth facility improvement fund, in relation to state-supported debt; repeals certain provisions upon the expiration thereof (Part JJ); relates to the disposition of monies recovered by county district attorneys before the filing of an accusatory instrument, in relation to the use of such monies (Part KK); relates to certificates of relief from disabilities and certificates of good conduct (Part LL); relates to the reuse plan for proposed prison closures (Part MM); relates to autopsy and toxicological reports (Part NN); prohibits persons holding licenses or special licenses to sell an alcoholic beverage at retail for consumption on certain premises from hiring certain persons convicted of a felony; relates to the posting of a person's information on the department of corrections' website; relates to providing certain inmates with copies of criminal history information; relates to providing inmates and parolees access to pre-sentence reports that had been prepared for sentencing; relates to establishing that no fee shall be charged for certain requests for birth certificates; relates to certificates of relief from disabilities issued by the board of parole; relates to informing former inmates about voting rights (Part OO); relates to a variation from generally accepted accounting principles (Part PP); extends the expiration of payments to members of the assembly serving in a special capacity; relates to the operation and administration of the legislature, in relation to extending such provisions (Part QQ).

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A09706 Actions:

BILL NO A09706C

01/19/2010 referred to ways and means
02/17/2010 amend and recommit to ways and means
02/17/2010 print number 9706a
03/24/2010 amend and recommit to ways and means
03/24/2010 print number 9706b
06/18/2010 amend and recommit to ways and means
06/18/2010 print number 9706c
06/18/2010 reported referred to rules
06/18/2010 reported
06/18/2010 rules report cal.227
06/18/2010 ordered to third reading rules cal.227
06/18/2010 passed assembly
06/18/2010 delivered to senate
06/18/2010 REFERRED TO FINANCE
06/21/2010 SUBSTITUTED FOR S6606B
06/21/2010 3RD READING CAL.1063
06/21/2010 PASSED SENATE
06/21/2010 RETURNED TO ASSEMBLY
06/21/2010 delivered to governor
06/22/2010 signed chap.56

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Contact Webmaster
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§ 103. Advertising for bids; letting of contracts; criminal conspiracies. * 1. Except as otherwise expressly provided by an act of the legislature or by a local law adopted prior to September first, nineteen hundred fifty-three, all contracts for public work involving an expenditure of more than thirty-five thousand dollars and all purchase contracts involving an expenditure of more than twenty thousand dollars, shall be awarded by the appropriate officer, board or agency of a political subdivision or of any district therein including but not limited to a soil conservation district, to the lowest responsible bidder furnishing the required security after advertisement for sealed bids in the manner provided by this section. In any case where a responsible bidder's gross price is reducible by an allowance for the value of used machinery, equipment, apparatus or tools to be traded in by a political subdivision, the gross price shall be reduced by the amount of such allowance, for the purpose of determining the low bid. In cases where two or more responsible bidders furnishing the required security submit identical bids as to price, such officer, board or agency may award the contract to any of such bidders. Such officer, board or agency may, in his or her or its discretion, reject all bids and readvertise for new bids in the manner provided by this section. In determining whether a purchase is an expenditure within the discretionary threshold amounts established by this subdivision, the officer, board or agency of a political subdivision or of any district therein shall consider the reasonably expected aggregate amount of all purchases of the same commodities, services or technology to be made within the twelve-month period commencing on the date of purchase. Purchases of commodities, services or technology shall not be artificially divided for the purpose of satisfying the discretionary buying thresholds established by this subdivision. A change to or a renewal of a discretionary purchase shall not be permitted if the change or renewal would bring the reasonably expected aggregate amount of all purchases of the same commodities, services or technology from the same provider within the twelve-month period commencing on the date of the first purchase to an amount greater than the discretionary buying threshold amount. For purposes of this section, "sealed bids", as that term applies to purchase contracts, shall include bids submitted in an electronic format including submission of the statement of non-collusion required by section one hundred three-d of this article, provided that the governing board of the political subdivision or district, by resolution, has authorized the receipt of bids in such format. Submission in electronic format may, for technology contracts only, be required as the sole method for the submission of bids. Bids submitted in an electronic format shall be transmitted by bidders to the receiving device designated by the political subdivision or district. Any method used to receive electronic bids shall comply with article three of the state technology law, and any rules and regulations promulgated and guidelines developed thereunder and, at a minimum, must (a) document the time and date of receipt of each bid received electronically; (b) authenticate the identity of the sender; (c) ensure the security of the information transmitted; and (d) ensure the confidentiality of the bid until the time and date established for the opening of bids. The timely submission of an electronic bid in compliance with instructions provided for such submission in the advertisement for bids and/or the specifications shall be the responsibility solely of each bidder or prospective bidder. No political subdivision or district therein shall incur any liability from delays of or interruptions in the receiving device designated for the submission and receipt of electronic bids.

* NB Effective until June 1, 2013

Res No. 3

August 10, 2010

To: The Honorable Mayor and City Council

From: Mary M. Corriveau, City Manager

Subject: Authorizing Acceptance of New York State Energy Research and Development Authority (NYSERDA) Grant

In February 2010, the City of Watertown, with the help of Fourth Coast, Inc. Clayton NY submitted a proposal to the New York State Research and Development Authority (NYSERDA) for an Energy Efficiency and Conservation Block Grant to fund an Efficient Transportation System Implementation project for the City's Refuse and Recycling program. This project consists of GIS/GPS optimization of our existing refuse and recycle collection routes with an ultimate goal of achieving a fossil fuel/source energy annual reduction of approximately 81 million BTUs, as detailed in the attached report from Superintendent of Public Works Eugene P. Hayes.

The City received notification on March 30, 2010 that it had been awarded this grant. We now have the actual Grant Agreement from NYSERDA for City Council approval. The Grant application was for a total project cost of $54,450. The City was awarded funding of $49,005, requiring a 10% match of $5,445 from the City. Funding to support this initiative is included in the Fiscal Year 2010-2011 operating budget. Under the terms of this Agreement the project scope must be completed between April 1, 2010 and March 2012.

Attached for City Council consideration is a resolution approving this Grant Agreement and authorizing Mayor Jeffrey E. Graham to execute the Agreement on behalf of the City of Watertown.

Resolution No. 3 August 16, 2010

RESOLUTION

Approving New York State Energy Research and Development Authority Grant Acceptance Agreement

	YEA	NAY
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 ……..		

Introduced by

_____

WHEREAS in February 2010, the City of Watertown submitted a formal proposal to the New York State Energy Research and Development Authority (NYSERDA) for an Energy Efficiency and Conservation Block Grant through the American Recovery and Reinvestment Act of 2009, and

WHEREAS our proposal is for a GIS/GPS optimization of our existing refuse and recycle collection routes with an ultimate goal of achieving a fossil fuel/source energy annual reduction of approximately 81 million BTUs, and

WHEREAS on March 30, 2010 we were notified that we had been awarded a grant in the amount of $49,005, for a total project of $54,450, and

WHEREAS the FY 2010-2011 Operating Budget contains funding to support the City's 10% match for this project,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby approves the NYSERDA Energy Efficiency and Conservation Block Grant Agreement, for the City's Efficient Transportation System Implementation Project, in the amount of $54,450 a copy said Agreement is attached and made a part of this resolution,

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

Seconded by

	MEMORANDUM	E.P. Hayes
		Superintendent
	Dept. Public Works	Date: 08-06-10
		Ref: PW 022-10
To:	Mary Corriveau, City Manager	
Subject:	Grant Acceptance RFP 10 Agreement New York State Energy Research and Development Authority Energy Efficiency and Conservation Block Grant Agreement American Recovery and Reinvestment Act of 2009	

On February 17, 2010 the City of Watertown submitted a formal proposal to the New York State Energy Research and Development Authority in response to their Request for Proposal (RFP) 10 identifying potential qualifying projects meeting the criterion for an Efficient Transportation System Implementation Project to be funded by the NYSERDA Implementation Funding for State Energy Program, Recovery and Reinvestment Act (ARRA) of 2009.

The project proposed centered on a GIS/GPS optimization of our existing refuse and recycle collection routes with an ultimate goal of achieving a fossil fuel/source energy annual reduction of approximately 81 million BTUs.

On March, 30, 2010 we were notified of our success in this proposal but were advised that until final funding was in place and agreements issued by NYSERDA we were not to initiate any contracts associated with this project.

Funding is now available and we are able to proceed accordingly. As such attached for your review is the referenced Grant Acceptance RFP 10 Agreement which needs to be approved by City Council, signed and two notarized original copies need to be returned to NYSERDA for final approval. Upon our receipt of the fully-executed final agreement we can then proceed with Milestone 1 as detailed in Exhibit A.

The Project Period for final completion runs from April 1, 2010 through March 30, 2012. Total project cost is set at

$54,450 for which the grant total is $49,005 leaving the City responsible for 10% of the total cost, or $5,445.

It is my recommendation, as Superintendent of Public Works, that we proceed with this project and accept the grant agreement as offered.

Should you have any questions concerning the scope or the details of this project, please do not hesitate to contact me at your convenience.

Gene

cc: Robert Cleaver, City Purchasing Agent
James Mills, City Comptroller
Peter Monaco, Assistant Superintendent of Public Works
Josh Carlsson, Sr. Engineering Tech
Matt Owen, GIS Coordinator
DPW files:
Refuse & Recycle Route Optimization Project

RFP 10 Agreement:

New York State Energy Research and Development Authority

ENERGY EFFIFICIENCY AND CONSERVATION BLOCK GRANT AGREEMENT

Funding is provided from the American Recovery and Reinvestment Act of 2009 (Recovery Act), through the State Energy Program. Special terms and conditions apply to the use of these funds and a general description of the special terms and conditions are described below.

Contractors are required to comply with the National Environmental Policy Act in addition to the State Environmental Quality Review Act.

On all construction, alteration and repair projects at a total contract price of $2,000 or more, Contractors must comply with the Davis-Bacon Act concerning the paying of prevailing wages to mechanics and laborers employed directly upon the site, and for all projects by or for governmental agencies, such Contractors must also comply with the New York State Department of Labor's prevailing wage requirements.

Projects must be completed and all invoices must be submitted by March 30, 2012.

Additional guidance from the Federal and State governments on the use of funds is expected and Contractors are required to meet any new Federal or State requirements.

Contractors are encouraged to periodically log on to www.recovery.gov for updated information.

1. Contractor: City of Watertown
2. Contact: Jeffrey E. Graham
3. Project Period: April 1, 2010 – March 30, 2012
4. Federal ID: 15-6000902
5. DUNS Number: 761600076
6. Agreement Number: 19404
7. Award Date: April 1, 2010
8. Total Amount of Award: $49,005.00

9. Commitment Terms and Conditions

This Agreement consists of this page through the signature page, plus the following attachments:

Exhibit A Statement of Work, including Budget and Schedule
Exhibit B General Contract Provisions, Terms, and Conditions
Exhibit C Standard Terms and Conditions
Exhibit D Explanations on Davis Bacon, Buy American, National Environmental Protection Act, Waste Stream, and National Historic Preservation Act
Exhibit E Davis Bacon and New York State Department of Labor Prevailing Wages
Exhibit F Prompt Payment Policy Statement

Addenda to include additional Federal or State requirements.

SPECIAL TERMS AND PROVISIONS APPLICABLE TO RECEIPT OF RECOVERY ACT FUNDS

The American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, (Recovery Act) was enacted to preserve and create jobs and promote economic recovery, assist those most impacted by the recession, provide investments needed to increase economic efficiency by spurring technological advances in science and health, invest in transportation, environmental protection, and other infrastructure that will provide long-term economic benefits, and stabilize State and local government budgets, in order to minimize and avoid reductions in essential services and counterproductive State and local tax increases. Contractors shall use funds in a manner that maximizes job creation and economic benefit.

The Contractor shall comply with all terms and conditions in the Recovery Act relating generally to governance, accountability, transparency, data collection and resources as specified in the Act itself and as discussed below, and shall require its contractors and subcontractors to comply, as appropriate.

The Contractor and the Authority understand that the following provisions may be changed and additional requirements may be added and that each agrees to be bound by such changes, additions, and guidance as may be issued with respect to, and as required under, the Recovery Act.

I. Reporting Requirements

The Contractor agrees to obtain, retain, prepare, and provide to the Authority or the Federal Office of Management and Budget, as requested by the Authority, without limitation, the information required by the Recovery Act including but not limited to:

1. Monthly reports setting forth the percentage of the Project having been completed.

2. Monthly reports providing a description of the employment impact of Recovery Act funded work. The report should include:

(i) a brief description of the types of jobs created and jobs retained;
(ii) an estimate of the number of jobs created and jobs retained; and
(iii) an estimate of the number of hours worked in the jobs created and retained.

3. Contractor's nine digit Data Universal Numbering System (DUNS) number and Central Contractor Registration plus four extended DUNS number.

4. Amount awarded to Contractor.

5. Amount received by Contractor.

6. Contractor type.

7. Date of award.

8. Projected period of performance.
9. Place of performance and area of benefit.

10. The names and compensation of the five most highly compensated officers of the Contractor if the Contractor in the preceding fiscal year received:

(i) 80 percent or more of its annual gross revenues in Federal awards; and
(ii) $25,000,000 or more in annual gross revenues from Federal awards; and
(iii) the public does not have access to information about the compensation of the senior executives of the Contractor through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), or 78o(d)) or section 6104 of the Internal Revenue Code of 1986 (26 USCS 6104).

11. List of Vendors awarded contracts and their DUNS number or name and zip code of headquarters.

Contractor shall also provide the foregoing reporting information on forms prescribed by the Authority within five (5) business days of the end of each calendar quarter unless otherwise indicated. Contractor further agrees to provide any additional information deemed necessary in the sole discretion of the Authority, to enable the Authority to comply with its reporting requirements under the Recovery Act, or to respond to any Federal or State inquiry regarding the Work.

II. Buy American

With respect to Work performed on public buildings or that constitutes a public work, the Contractor acknowledges to and for the benefit of the Authority that it understands the Work being financed herein is being funded with monies made available by the Recovery Act and that such law contains provisions commonly referred to as "Buy American" requiring all iron, steel and manufactured goods used in the Work to be produced in the United States ("Buy American Requirements") and used by the Contractor or its contractors and subcontractors. The Contractor hereby represents and warrants to and for the benefit of the Authority that (a) the Contractor has reviewed and understands the Buy American Requirements, (b) all of the iron, steel, and manufactured goods used in the Work will be or have been produced in the United States in a manner that complies with the Buy American requirements, unless a waiver of the requirements is approved by an appropriate Federal agency, and (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the Buy American requirements, as may be requested by the Authority, including from each contractor and subcontractor which has a contract financed with Recovery Act funds. Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Authority to recover any Recovery Act funds paid and any damages against the Contractor including any loss, expense or cost (including without limitation attorney's fees) incurred by the Authority resulting from any such failure (including without limitations any impairment or loss of funding, whether in whole or in part, from DOE or the State or any damages owed to DOE or the State by the Authority). The Authority and the Contractor agree that DOE and the State are third party beneficiaries and may enforce the requirements of this Agreement.

A waiver may be provided, if an appropriate Federal agency determines that (1) applying these requirements would be inconsistent with the public interest; (2) iron, steel, and the relevant manufactured goods are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or (3) inclusion of iron, steel and manufactured goods produced in the United States will increase the cost of the overall Work by more than 25 percent. The Contractor must obtain any waiver(s) directly. All requests for waivers shall be provided to the Authority for review prior to submission. Copies of any waivers granted to the Contractor must be provided to the Authority. Additional guidance on the Buy American requirements and waiver process can be found on www.recovery.gov.

III. Wage Rate Requirements

In accordance with the Recovery Act and other Federal requirements and the New York State Labor Law, all laborers and mechanics employed by contractors and subcontractors providing construction related services on the Work, and the total contract price is $2,000 or more, shall be paid wages at rates not less than those prevailing on Works of a character similar in the locality as determined by the United States Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code.

(1) Minimum wages. (i) All laborers and mechanics employed or working upon the site of the Work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)(A) Any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. An additional classification and wage rate and

fringe benefits therefore will be approved only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the Contractor agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the Authority to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, is required to approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the Authority or will notify the Authority within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the Contractor do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the Contractor shall refer the questions, including the views of all interested parties and the recommendation of the Contractor, to the Administrator for determination. The Administrator, or an authorized representative, is required to issue a determination within 30 days of receipt and so advise the Contractor or will notify the Contractor within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided, that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding. The Authority shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld

from the Contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor, the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the Authority may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records. (i) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the Work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the Work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The Contractor shall submit weekly for each week in which any contract Work is performed a copy of all payrolls to the Authority. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The Contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the Authority or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a Contractor to require a subcontractor to provide addresses and social security numbers to the Contractor for its own records, without weekly submission to the Authority.

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance,"

signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information described under § **5.5** (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § **5.5** (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3; and

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The Contractor or subcontractor shall make the records required under paragraph (3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Authority or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, after written notice to the Contractor, sponsor, applicant, or owner, the Authority and other Federal agencies may take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment.

(4) Apprentices and trainees -- (i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not

registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts. The Contractor or subcontractor shall insert this section in any subcontracts and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all these requirements.

(7) Contract termination: debarment. A breach of this section may be grounds for termination of the contract, and for debarment as a Contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this Contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the Authority, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility. (i) By entering into this contract, the Contractor certifies that neither it nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001

Contractor shall ensure that the standard Davis-Bacon contract clauses found in 29 CFR 5.5(a) are incorporated in any contract in excess of $2,000 for construction, alteration or repair (including painting and decorating) being paid with Recovery Act Funds

IV. New York State Requirements

Contractor, if it is a vendor, shall comply with the following New York State requirements:

1. Posting Job Listings on the New York State Job Exchange

Option 1:
The **preferred** approach is for the company to initially register through the New York State Department of Labor's Job Exchange http://www.labor.state.ny.us website for an employer

account. This service allows the employer to directly manage their job orders status throughout the recruitment process. Approval for access is received within 3 business days which allows the employer to then list their job orders. The job orders are open to the public on this website and the job orders also roll over into the Department of Labor's One Stop Operating System (OSOS) for local One-Stop service.

Option 2:
The employer can complete a job order form and fax it to either of the following as appropriate. For jobs that are located in New York City the employer can use the NYC Fast Fax form http://www.labor.state.ny.us/formsdocs/does/ES515_584.pdf and fax it to (718) 780-9458. Regarding jobs that are located outside of New York City, the employer can use the NYS Fast Fax Form http://www.labor.state.ny.us/formsdocs/does/es515.pdf and fax to (518) 485-1333.

Option 3:
The employer can e-mail specifics of their job orders by using a fillable NYS Job Order Form http://www.labor.state.ny.us/businessservices/PDFs/FastFax%20Electronic.rtf. If the jobs are located in New York City, the employer would send the completed form to DoES_LO584@labor.state.ny.us address. If the jobs are located outside of New York City the employer would send the completed form to the nysjobbank.does@labor.state.ny.us address.

Option 4:
The employer can speak with a representative concerning the placement of a job order. If the jobs are located in New York City, the employer should call (718) 780-9499. If the jobs are located outside of New York City the employer should call 1-888-4-NYSDOL.

2. Since this agreement contains ARRA stimulus funds, the vendor will post any jobs that is creates or seeks to fill as a result of the stimulus funding. Vendors will post through the New York State Department of Labor (http://labor.state.ny.us, notwithstanding any other posting they might make. Any advertisements posted by the vendor for positions pursuant to this contract must indicate that the position is funded with stimulus funds. The department may waive the requirements of this section at its discretion.

3. The vendor will maintain detailed records of their expenditure of 2009 Stimulus Funds in connection with this agreement and submit as reports as requested by the State of New York. The State of New York as the recipient of funds under the ARRA is subject to quarterly reporting requirements and oversight by federal agency inspectors. Additional reports may be required under this agreement.

4. The vendor is also responsible for holding all sub grantees to the above reporting requirements.

5. Agreement Funding

a. State General Fund Dollars _____
b. Federal Fund Dollars _____

c. ARRA Stimulus Dollars _____
d. Other Fund Dollars _____

Agreement Total _____

V. Additional Covenants

1. The Contractor agrees to promptly refer to DOE's Inspector General any credible evidence that a principal, employee, agent, contractor, subcontractor, loan contractor, or other person has submitted a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving funds provided under this Agreement.

2. The Contractor acknowledges, and agrees to comply with, the "whistleblower" protections set forth in Section 1553 of the Recovery Act related to disclosure of mismanagement of contracts, waste of funds, health and safety dangers, abuse of Authority, or any violation of laws, rules or regulations related to the use of funds provided under this Agreement. An employee of any non-Federal employer receiving covered funds under the Recovery Act may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing, including a disclosure made in the ordinary course of an employee's duties, to the Accountability and Transparency Board, an inspector general, the Comptroller General, a member of Congress, a State or Federal regulatory or law enforcement agency, a person with supervisory authority over the employee (or other person working for the employer who has the authority to investigate, discover or terminate misconduct, a court or grant jury, the head of a Federal agency, or their representatives information that the employee believes is evidence of: gross management of an agency contract or grant relating to covered funds; a gross waste of covered funds; a substantial and specific danger to public health or safety related to the implementation or use of covered funds; an abuse of authority related to the implementation or use of covered funds; or as violation of law, rule, or regulation related to an agency contract (including the competition for or negotiation of a contract) or grant, awarded or issued relating to covered funds. Contractor shall post notice of the rights and remedies as required therein. (Refer to section 1553 of the Recovery Act, see www.Recovery.gov, for specific requirements of this section and prescribed language for the notices).

3. Contractor shall include Recovery Act special terms and conditions in any subcontract.

4. Contractor shall segregate the obligations and expenditures related to funding under the Recovery Act. Financial and accounting systems should be revised as necessary to segregate, track and maintain these funds apart and separate from other revenue streams. Contractor shall maintain backup documentation for expenditures of funds under the Recovery Act including such items as timecards and invoices. Contractor shall provide copies of backup documentation at the request of the Authority.

5. SEP funding may not be used to supplant or replace existing state, ratepayer or other funding.

6. No part of the funds from the Recovery Act shall be commingled with any other funds or used for any casino or other gambling establishment, aquarium, zoo, golf course, or swimming pool.

7. Contractor shall cooperate with and agrees to allow, with respect to each financial assistance agreement awarded utilizing at least some of the funds appropriated or otherwise made available by the Recovery Act, any representative of an appropriate inspector general appointed under section 3 or 8G of the Inspector General Act of 1988 (5 U.S.C. App.) or of the Comptroller General:

(i) to examine any records of the Contractor, any of its subcontractors, or any State or local agency administering such contract that pertain to, and involve transactions relation to, the contract or subcontract; and

(ii) to interview any officer or employee of the Contractor, grantee, or agency regarding such transactions.

8. The Contractor acknowledges and agrees that the Work is subject to the federal audit requirements of the Single Audit Act of 1984, and that it will comply with the requirements of the Single Audit Act of 1984 (31 USC 7501 et seq.) and all laws and regulations implementing same including without limitation 40 CFR Part 31, all as amended from time to time (collectively, the "Single Audit Act"). This shall include, without limitation, having either a single audit or a program-specific audit for any of the Contractor's fiscal years in which it expends a total amount of federal financial assistance equal to or in excess of $500,000.

9. Contractor shall also comply with the applicable requirements of:

(i) Anti-Discrimination and Equal Opportunity requirements
(ii) Title VI of the Civil Rights Act of 1964
(iii) Title IX of the Education Amendments of 1972
(iv) Section 504 of the Rehabilitation Act of 1973
(v) Age Discrimination Act of 1975
(vi) Anti-discrimination requirements of program-specific statutes
(vii) Fair Housing Act
(viii) Fair Credit Reporting Act
(ix) Americans With Disabilities Act
(x) Title VII of the Civil Rights Act of 1964
(xi) Equal Educational Opportunities Act
(xii) Age Discrimination in Employment Act
(xiii) Uniform Relocation Act
(xiv) Intellectual Property Provisions
(xv) National Environmental Policy Act
(xvi) National Historic Preservation Act, and related statutes (including processes for project review and documentation)
(xvii) DOE contract requirements (10 CFR Part 600 et. seq.).

Contractor shall comply with all additional Federal and State requirements that are or may be attached hereto in the form of Addenda. See Exhibit D for more detailed explanations on the

application of Davis Bacon, Buy American, National Environmental Protection Act, Waste Stream, and National Historic Preservation Act.

City of Watertown

By: _____

Name: _____

Title: _____

NEW YORK STATE ENERGY RESEARCH AND DEVELOPMENT AUTHORITY

By: _____
Jeffrey J. Pitkin
Treasurer

If Contractor is self-insured in accordance with Section 11.01 of Exhibit B, please sign below.

I certify that the **Contractor** meets the self-insurance requirements of Section 11.01.

By: _____

Name: _____

Title: _____

STATE OF)
) SS.:
COUNTY OF)

On the ____ day of _____ in the year _____, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individuals(s), or the person upon behalf of which the individual(s) acted, executed the document.

_____
Notary Public

Exhibit A
Statement of Work (SOW)
City of Watertown (Proposal No. 151)

Table of Contents:

1. Definitions
2. Project Description
   a. Project Background, Project Location(s), and Points of Contact
   b. Scope of Work
   c. Projected Energy Conservation
   d. Schedule
3. Vendor Contracts
4. Progress Payments
5. Measurement, Verification and Commissioning
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6. Federal Requirements
   a. Special terms and conditions
   b. Schedule
   c. Jobs & Cost Reporting

1. Definitions for Exhibit A: Statement of Work
   a. The terminology used in Exhibit A is based on the federal government language used for the distribution of American Recovery and Reinvestment Act (ARRA) funds and the associated reporting requirements. Unless the context otherwise requires, the terms defined below shall have, for all purposes of this Statement of Work, the respective meanings set forth below, the following definitions to be equally applicable to both the singular and plural forms.
      i. **The City of Watertown**, the Contractor identified in Item 1 on page one of the Contract, shall be called "*Sub-recipient.*"
      ii. All service providers and contractors hired by the Sub-recipient to implement the project scope of work shall be called "*Vendor(s).*"

   b. Point of Service: All required Deliverables shall be sent to the following address:

      NYSERDA
      c/o TRC Energy Services
      10 Maxwell Drive, Suite 200
      Clifton Park, NY 12065

2. Project Description:
   a. Project Background, Project Location, and Point(s) of Contact:
      i. Project Background:
      The City of Watertown is a municipality in Jefferson County that covers 9.4 square miles and has a population of 26,705. The Refuse and Recycling

Department provides weekly curbside refuse and garbage collection for the City's 8,000 residential units as well as bi-weekly collection of recyclables and yard waste. This project is to evaluate the routes traveled by the department's trucks and design new routes so as to reduce the use of vehicle fuel.

ii. Project Location(s):
The project encompasses the City of Watertown.

iii. Points of Contact:
Authorized Signatory:
Jeffrey E. Graham
City of Watertown
City Hall
245 Washington Street
Watertown, New York 13601
315-785-7720
jgraham@watertown-ny.gov

Project Contact:
Gene Hayes
Superintendent of Public Works
Suite 206, Municipal Building
245 Washington Street
Watertown, NY 13601
315-783-2040
EHayes@watertown-ny.gov

b. The Scope of Work shall include:

i. Waste Stream
No work on the Project shall be conducted until the Sub-recipient provides NYSERDA, or its contractor, a waste management plan addressing waste generated by each proposed Project prior to receiving funding for the Project. This waste management plan shall describe the plan to dispose of any sanitary or hazardous waste (e.g., construction and demolition debris, old light bulbs, lead ballasts, lead paint, piping, roofing material, discarded equipment, debris, and asbestos) generated as a result of the proposed Project.

Work on each remaining Tasks shall not be initiated prior to receiving written Approval to Proceed from NYSERDA, or its contractor.

ii. The sub-recipient shall evaluate the routes traveled by the Refuse and Recycling Department's trucks and design new routes so as to reduce the use of vehicle fuel.
1. Install GPS units in the Refuse and Recycling Department's 5 collection vehicles
2. Document current pick up routes.
3. Set up of the City's street network utilizing the existing GIS database developed by the City.

4. Verify Street network connectivity.
5. Verify the customer database.
6. Establish new routes based upon review of the data and actual tests of the routes in the field to check for inaccuracies.
7. Program the new routes into the vehicle GPS units to provide turn-by-turn directions.

iii. The Project shall be implemented with all products as specified, or equivalent, provided all equivalent replacements comply with all Terms and Conditions of this Agreement.

iv. If the Scope of Work, schedule, or budget changes at any time, the Sub-recipient must contact the NYSERDA project manager immediately. Changes in Project scope, schedule, or budget may change the amount of funds awarded by NYSERDA.

c. Projected Energy Conservation: Based on the above scope of work and calculations provided in the Project proposal, the Sub-recipient estimates an amount of source energy savings as follows:

Projected annual source energy savings (in millions of BTUs)	**80.96**

d. Schedule: The Sub-recipient shall provide NYSERDA, or its contractor, with the Project schedule, including anticipated start date, completion date, and target dates for each Project milestone within three (3) months of execution of this agreement or notify NYSERDA, or its contractor, of the reason for the delay. Project start date is contingent upon successful completion of Pre-Implementation Requirements (Section 5a). Projects must be completed by March 30, 2012. Failure to do so may result in termination of the Agreement.

3. Vendor Contracts:

a. All contracts between the Sub-recipient and the Vendors shall be delivered to NYSERDA, or its contractor, for initial review prior to execution. Contracts will be reviewed with respect to inclusion of specific federal requirements, including but not limited to, the Davis-Bacon Act clause, the Buy American Act clause, the National Environmental Policy Act clause, Waste Stream Disposal, and National Historic Preservation Act.

b. Sub-recipient is required to comply with all normally applicable local, state, and federal laws, regulations and procedures regarding bids, procurement, and awards.

4. Progress Payments

a. The following is the Schedule of Payments. Payments are directly tied to the specific Deliverables identified below. Before each payment, the respective Deliverables must be submitted to NYSERDA, or its contractor, and approved. Payments shall reimburse Sub-recipient for actual costs incurred if costs are less than the values identified below. To notify NYSERDA, or its contractor, that a milestone has been reached, Sub-recipient must submit the appropriate Progress Payment Request form (to be provided by NYSERDA) along with the required Deliverable and related backup documentation.

Total Amount of Award: **$49,005**
Total Cost Share: **$5,445**
Total Project Cost: **$54,450**

Table 1					
#	Milestone	NYSERDA Amount (% of Total)	Cost-Share*	Total Milestone Cost	Deliverables
1	Milestone 1	$0	$0	$0	• Waste Management Plan • Notice-to-Proceed from NYSERDA
2	Order of Equipment / Software	$7,350.75 or 15% of NYSERDA's share of total project costs (whichever is lower).	$816.75	$8,167.50	• Payment Request form • Copy of executed vendor contract(s) demonstrating total project cost • Vendor invoices for labor and materials, certified by Sub-Recipient • All documents that satisfy the Pre-Implementation Requirements • Manufacturer Cut Sheets (Section 5a.ix) • Pre-Implementation Energy Use Data (Section 5a.vii) • (other milestone-specific deliverables)
3	Equipment / Software Delivery	$26,952.75 or 55% of NYSERDA's share of total project costs (whichever is lower).	$2,994.75	$29,947.50	• Payment Request form • Copy of equipment / software purchase order • A signed bill of lading • Vendor invoices for labor and materials, certified by Sub-Recipient
4	Project Completed	$12,251.25 or 25% of NYSERDA's share of total	$1,361.25	$13,612.50	• Payment Request form • Certificate of Completion (Section 5b.i)

		project costs (whichever is lower).			• Cost Data (Section 5b.iii) • Copies of all necessary permits, approvals, and certificates from all authorities having jurisdiction Note: Project must receive a Post-Implementation Site Inspection prior to receiving payment (Section 5b.iv)
5	Project Complete including 12 months of Measurement and Verification Completed	$2,450.25 or 5% of NYSERDA's share of total project costs (whichever is lower).	$272.25	$2,722.50	• Payment Request form • Project Results Report (Section c)

*In-kind Services are not eligible cost share.

5.Measurement, Verification and Commissioning

a. Pre-Implementation Requirements: Completion of these items is required prior to the start of work.

   i. Pre-Implementation Buy American Review: For all public works and public buildings, the Sub-recipient shall provide NYSERDA, or its contractor, with documentation indicating the place of manufacture or final assembly of the equipment to be used in the project, and any individual material component if it represents 25% or more of the total material costs of the project.
   ii. Pre-Implementation Davis-Bacon Review: The Sub-recipient shall provide NYSERDA, or its contractor, with documentation listing any sub-contract in excess of $2,000 relating work that includes laborers and mechanics and demonstrate that the Davis-Bacon prevailing wage requirements have been met. For public projects and public works projects, both Davis-Bacon and the New York State prevailing wage requirements must be met, and Sub-recipient must provide confirmation that the higher of the two will be provided.
   iii. Pre-Implementation NEPA Review: Sub-recipients shall coordinate with NYSERDA, or its contractor, and provide any documentation or information necessary to comply with the National Environmental Policy Act (NEPA) and the State Environmental Quality Review Act.
   iv. Pre-Implementation NHPA Review: Sub-recipients shall coordinate with NYSERDA, or its contractor, and provide all documentation or information necessary to comply with National Historical Preservation Act (NHPA).

v. Pre-Implementation DHR Review: Sub-recipients shall coordinate with NYSERDA, or its contractor, and provide all documentation or information necessary to be in full compliance with Executive Order 31.

vi. Pre-Implementation Competitive Procurement: Sub-recipients shall certify to NYSERDA, or its contractor, that the Sub-recipient has fully complied with its normal competitive procurement procedures and all applicable laws, regulations and procedures. Sub-recipient must inform NYSERDA of what that procurement process consisted of as part of that certification.

vii. Pre-Implementation System Design Document Review: as appropriate, pre-functional performance testing and verification. NYSERDA, or its contractor, shall review system designs and comment on any deficiency or inconsistency, and recommend improvements to the design, if appropriate. This review shall include a report on expected energy savings estimates, and cost-effectiveness calculations. This shall also evaluate the site's historic and projected annual energy use. This review shall also identify any other technical deficiencies.

viii. Manufacturer Cut Sheets: Sub-recipient shall submit copies of manufacturer cut sheets for all products including iron, steel, and manufactured goods to be installed documenting the products used and the technical specifications

b. Post-Implementation Requirements: Completion of these items is required for the Sub-Recipient to receive payment for Milestone 4: Installation Completed.

i. Certificate of Completion: Sub-recipient shall complete and submit the Certificate of Completion Form (to be provided by NYSERDA).

ii. Cost Data: Sub-recipient shall submit invoices, purchase order receipts, and other documentation as appropriate to document the cost of the Project (including labor and materials) and the number and types of equipment installed.

iii. Post-Implementation Site Inspection: Following Project completion, NYSERDA, or its contractor, shall be notified of completion and invited to the site to conduct a Post-Implementation Site Inspection. Sub-recipient staff shall arrange access to inspect all installed equipment upon request by NYSERDA, or its contractor. This inspection shall confirm the Project was completed in accordance with this scope of work, that all improvements are functioning properly, and will verify the equipment conditions.

iv. Route Report: The sub-recipient shall submit a report to NYSERDA detailing the old and new routes and the amount of vehicle fuel projected to be saved using the new routes.

c. Project Results Report:

i. The sub-recipient shall submit a Project Results Report to NYSERDA no later than 15 months following the implementation of the new routes. This report shall include:

a. The annual mileage of each of the Refuse and Recycling Department's trucks for the 12 months before and after implementation of the new routes.

b. The annual fuel use of each of the Refuse and Recycling Department's trucks for the 12 months before and after implementation of the new routes.

d. Commissioning of Equipment: All installed equipment will be verified by NYSERDA, or its contractor. NYSERDA, or its contractor, may perform additional commissioning services determined necessary by NYSERDA to ensure the Project can achieve the energy savings proposed. NYSERDA, or its contractor, will utilize commissioning services for the Project which may include the review of design documents, performance testing of installed equipment, making recommendations for improvements, start-up verification, functional testing and evaluation of the final system operations, and verification of control sequencing. The Sub-recipient shall provide site access to NYSERDA, or its contractor, to perform any commissioning services determined necessary by NYSERDA to ensure that the Project is consistent with this SOW and that the installation is compatible with the estimated energy savings contained in the proposal.

**NYSERDA reserves the right to modify the Measurement, Verification and Commissioning tasks listed above, without further modification to the Agreement.

6.Federal Requirements

a. As part of compliance with federal requirements for projects receiving ARRA funding, special terms and conditions apply. Sub-recipients must comply with monthly reporting as requested by NYSERDA and quarterly federal reporting, and Job Creation/Retention reporting requirements. Sub-recipients are also responsible for ensuring that tall vendors comply with Davis-Bacon prevailing wage requirements and Buy American requirements, among other requirements. Sub-recipients may be audited by State and Federal agencies for compliance with these requirements.

b. The Sub-recipient shall provide all reporting information on prescribed forms within the timeframe required by NYSERDA.

c. Jobs & Cost Reporting

i. Sub-recipients must provide regular expenditure reports to NYSERDA, or its contractor, to ensure compliance with Office of Management and Budget (OMB) section 1512 reporting.

ii. Reference the "Special Terms and Provisions Applicable to Receipt of Recovery Act Funds, " Section I: Reporting Requirements, subsection 2 of this Agreement for required reporting on the employment impact of Recovery Act funded work.

iii. Sub-recipients must provide information to NYSERDA, or its contractor, including the job creation and retention totals for the Sub-recipient and for all vendors. The reported job totals must be expressed as the number of hours of employment funded directly by ARRA funds. The "Full-Time Equivalent (FTE)" value is calculated as the total number of hours worked directly on the ARRA-funded project divided by the number of hours in a full-time schedule. Both full-time and part-time employees

working in positions created or retained due to the receipt of ARRA funds should be included. Additional guidance on calculating and reporting jobs will be provided.

EXHIBIT B

GENERAL CONTRACT PROVISIONS, TERMS AND CONDITIONS

Article I

Definitions

Section 1.01. Definitions. Unless the context otherwise requires, the terms defined below shall have, for all purposes of this Agreement, the respective meanings set forth below, the following definitions to be equally applicable to both the singular and plural forms of any of the terms defined.

Agreement: This Agreement including Exhibits A, B, C, and D and any Addenda hereto, all of which are made a part hereof as though herein set forth in full.

Budget: The Budget set forth in Exhibit A hereto.

Contract Administrator: NYSERDA's Director of Contract Management, Cheryl L. Earley, or such other person who may be designated, in writing, by NYSERDA.

Contract Data: Technical Data first produced in the performance of the contract, Technical Data which are specified to be delivered under the contract, or Technical Data actually delivered in connection with the contract.

Contractor: The Contractor identified in Item 1 of page one of the Agreement.

Effective Date: The effective date of this Agreement shall be the date appearing in Item 7 of page one of the Agreement.

Milestone Billing Event: The dates on which reimbursement shall be made to Contractor for costs incurred and Work completed as set forth in Exhibit A.

Person: An individual, a corporation, an association or partnership, an organization, a business or a government or political subdivision thereof or any governmental agency or instrumentality.

Proprietary Data: Technical Data which embody trade secrets developed at private expense, such as design procedures or techniques, chemical composition of materials, or manufacturing methods, processes, or treatments, including minor modifications thereof, provided that such data:

(i) are not generally known or available from other sources without obligation concerning their confidentiality;

(ii) have not been made available by the owner to others without obligation concerning their confidentiality; and

(iii) are not already available to NYSERDA without obligation concerning their confidentiality.

Statement of Work: The Statement of Work attached hereto as Exhibit A.

Subcontract: An agreement for the performance of Work by a Subcontractor, including any purchase order for the procurement of permanent equipment or expendable supplies in connection with the Work.

Subcontractor: A person who performs Work directly or indirectly for or on behalf of the Contractor (and whether or not in privity of contract with the Contractor) but not including any employees of the Contractor or the Subcontractors.

Technical Data: Recorded information regardless of form or characteristic, of a scientific or technical nature. It may, for example, document research, experimental or developmental, or demonstration, or engineering work, or be usable or used to define a design or process, or to procure, produce, support, maintain, or operate material. The data may be graphic or pictorial delineations in media such as drawings or photographs, text in specifications or related performance or design type documents or computer software (including computer software programs, computer software data bases, and computer software documentation). Examples of Technical Data include research and engineering data, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identification, and related information. Technical Data as used herein does not include financial reports, cost analyses, and other information incidental to contract administration.

Unlimited Rights: Rights to use, duplicate, or disclose Contract Data, in whole or in part, in any manner and for any purpose whatsoever, and to permit others to do so.

Work: The Work described in Exhibit A (including the procurement of equipment and supplies in connection therewith) and the performance of all other requirements imposed upon the Contractor under this Agreement.

Article II

Performance of Work

Section 2.01. Manner of Performance. Subject to the provisions of Article XII hereof, the Contractor shall perform all of the Work described in the Statement of Work, or cause such Work to be performed in an efficient and expeditious manner and in accordance with all of the terms and provisions of this Agreement. The Contractor shall perform the Work in accordance with the current professional standards and with the diligence and skill expected for the performance of work of the type described in the Statement of Work. The Contractor shall furnish such personnel and shall procure such materials, machinery, supplies, tools, equipment and other items as may reasonably be necessary or appropriate to perform the Work in accordance with this Agreement.

Section 2.02. Project Personnel. It is understood and agreed that the "Contact Person" identified in Item 2 of page one of the Agreement shall serve as Project Director and as such shall have the responsibility of the overall supervision and conduct of the Work on behalf of the Contractor and that the persons described in the Statement of Work shall serve in the capacities described therein. Any change of Project Director by the Contractor shall be subject to the prior written approval of NYSERDA.

Article III

Deliverables

Section 3.01. Deliverables. All deliverables shall be provided in accordance with the Exhibit A Statement of Work and the other provisions of this Agreement.

Article IV

Payments

Section 4.01. Payments. The Contractor will be reimbursed for costs incurred, upon submission of proper invoices, in accordance with the a Milestone Billing Event, for Work delivered or rendered and accepted, less deductions and any required cost-sharing, as herein provided. Subject to the limiting provisions of Article XII hereof, NYSERDA will reimburse Contractor the total contract amount set forth in Item 8 on page one of this Agreement, payment of which will be made according to the Schedule of Payments contained in Section 4.02 hereof.

Section 4.02. Schedule of Payments. At the completion of each Milestone Billing Event, the Contractor may submit an invoice requesting payment by NYSERDA for the amount corresponding to the applicable Milestone Billing Event. NYSERDA shall make payment to the Contractor in accordance with and subject to its Prompt Payment Policy Statement attached hereto as Exhibit F. The Contractor shall be notified by NYSERDA in accordance with Section 504.4 (b)(2) of such Exhibit F, of any information or documentation which the Contractor did not include with such invoice.

Section 4.03. Title to Equipment. Except as specifically set forth in the Statement of Work, title shall vest in NYSERDA to all equipment purchased hereunder using ARRA funds, until such time as the equipment is permanently attached and becomes a fixture. Once equipment is permanently attached and becomes a fixture, title shall vest in the Contractor.

Section 4.04. Final Payment. Upon final acceptance by NYSERDA of all deliverables contained in Exhibit A, Statement of Work, including documentation that the Work has been completed and is functional as designed pursuant to Section 6.02 hereof, the Contractor shall submit an invoice for the final Milestone Billing Event, together with such supporting information and documentation as, and in such form as, NYSERDA may require. In accordance with and subject to the provisions of NYSERDA's Prompt Payment Policy Statement, attached hereto as Exhibit F, NYSERDA shall pay to the Contractor within the prescribed time after receipt of such invoice, the total amount payable pursuant to Section 4.01 hereof, less all payments previously made to the Contractor with respect thereto and any

required cost-sharing and subject to the maximum commitment set forth in Item 8 of page one of the Agreement.

Section 4.05. Release by the Contractor. The acceptance by the Contractor of the final Milestone Billing Event payment shall release NYSERDA from all claims and liability that the Contractor, its representatives and assigns might otherwise have relating to this Agreement.

Section 4.06. Maintenance of Records. The Contractor shall keep, maintain, and preserve at its principal office throughout the term of the Agreement and for a period of three years after acceptance of the Work, full and detailed books, accounts, and records pertaining to the performance of the Agreement, including without limitation, all bills, invoices, payrolls, subcontracting efforts and other data evidencing, or in any material way related to, the direct and indirect costs and expenses incurred by the Contractor in the course of such performance and as required by the Recovery Act.

Section 4.07. Maximum Commitment. The maximum aggregate amount payable by NYSERDA to the Contractor hereunder is the amount shown in Item 8 of page one of the Agreement. NYSERDA shall not be liable for any costs or expenses in excess of such amount incurred by the Contractor in the performance and completion of the Work.

Section 4.08. Audit Adjustment. NYSERDA, the State and involved Federal agencies shall have the right from time to time and at all reasonable times during the term of the Agreement and such period thereafter to inspect and audit any and all books, accounts and records at the office or offices of the Contractor where they are then being kept, maintained and preserved pursuant to Section 4.06 hereof. Any payment made under the Agreement shall be subject to retroactive reduction for amounts included therein which are found by NYSERDA, the State or a Federal agency on the basis of any audit of the Contractor by an agency of the United States, State of New York or NYSERDA not to constitute an allowable charge or cost hereunder.

Article V

Assignments, Subcontracts and Purchase Orders

Section 5.01. General Restrictions. Except as specifically provided otherwise in this Article, the assignment, transfer, conveyance, subcontracting or other disposal of this Agreement or any of the Contractor's rights, obligations, interests or responsibilities hereunder, in whole or in part, without the express consent in writing of NYSERDA shall be void and of no effect as to NYSERDA.

Section 5.02. Subcontract Procedures. Without relieving it of, or in any way limiting, its obligations to NYSERDA under this Agreement, the Contractor may enter into Subcontracts for the performance of Work or for the purchase of materials or equipment. Contractor shall comply with its normal competitive procurement process and with all Recovery Act requirements in selecting all sub-contracts and equipment purchases. All Subcontracts shall contain provisions comparable to those set forth in this Agreement applicable to a Subcontractor or supplier, and those set forth in Exhibit B to the extent

required by law, and all other provisions now or hereafter required by law to be contained therein.

Section 5.03. Performance. The Contractor shall promptly and diligently comply with its obligations under each Subcontract and shall take no action which would impair its rights thereunder. The Contractor shall not assign, cancel or terminate any Subcontract without prior written notification to the Contract Administrator as long as this Agreement remains in effect.

Article VI

Schedule

Section 6.01. Schedule. The Work shall be performed as expeditiously as possible in conformity with the schedule requirements contained herein and in Exhibit A, Statement of Work.

Section 6.02. Acceptance of Work. The Work shall be subject to acceptance by NYSERDA in writing of all deliverables as defined in Exhibit A, Statement of Work and this Agreement and shall include documentation that the Project is complete and functional as designed.

Article VII

Force Majeure

Section 7.01. Force Majeure. Neither party hereto shall be liable for any failure or delay in the performance of its respective obligations hereunder if and to the extent that such delay or failure is due to a cause or circumstance beyond the reasonable control of such party, including, without limitation, acts of God or the public enemy, expropriation or confiscation of land or facilities, compliance with any law, order or request of any Federal, State, municipal or local governmental authority, acts of war, rebellion or sabotage or damage resulting therefrom, fires, floods, storms, explosions, accidents, riots, strikes, or the delay or failure to perform by any Subcontractor by reason of any cause or circumstance beyond the reasonable control of such Subcontractor.

Article VIII

Technical Data

Section 8.01. Rights in Technical Data.

(a) Technical Data: Rights in Technical Data shall be allocated as follows:

(1) NYSERDA shall have:

(i) Unlimited Rights in Contract Data except as otherwise provided below with respect to Proprietary Data; and

(ii) no rights under this Agreement in any Technical Data which are not Contract Data.

(2) The Contractor shall have:

(i) the right to withhold Proprietary Data in accordance with the provisions of this clause; and

(ii) the right to use for its private purposes, subject to patent, or other provisions of this Agreement, Contract Data it first produces in the performance of this Agreement provided the data requirements of this Agreement have been met as of the date of the private use of such data.

The Contractor agrees that to the extent it receives or is given access to Proprietary Data or other technical, business or financial data in the form of recorded information from NYSERDA or a NYSERDA contractor or subcontractor, the Contractor shall treat such data in accordance with any restrictive legend contained thereon, unless another use is specifically authorized by prior written approval of the Contract Administrator.

Article IX

Warranties and Guarantees

Section 9.01. Warranties and Guarantees. The Contractor warrants and guarantees that:

(a) it is financially and technically qualified to perform the Work;

(b) it is familiar with and will comply with all general and special Federal, State, municipal and local laws, ordinances and regulations, if any, that may in any way affect the performance of this Agreement;

(c) the design, supervision and workmanship furnished with respect to performance of the Work shall be in accordance with sound and currently accepted construction and design standards and best engineering practices;

(d) all materials, equipment and workmanship furnished by it and by Subcontractors in performance of the Work or any portion thereof shall be free of defects in design, material and workmanship, and all such materials and equipment shall be of first-class quality, shall conform with all applicable codes, specifications, standards and ordinances and shall have service lives and maintenance characteristics suitable for their intended purposes in accordance with sound and currently accepted construction and design standards and best engineering practices;

(e) neither the Contractor nor any of its employees, agents, representatives or servants has actual knowledge of any patent issued under the laws of the United States or any other matter which could constitute a basis for any claim that the performance of the Work or any part thereof infringes any patent or otherwise interferes with any other right of any Person;

(f) there are no existing undisclosed or threatened legal actions, claims, or encumbrances, or liabilities that may adversely affect the Work or NYSERDA's rights hereunder;

(g) it has no actual knowledge that any information or document or statement furnished by the Contractor in connection with this Agreement contains any untrue statement of a material fact or omits to state a material fact necessary to make the statement not misleading, and that all facts have been disclosed that would materially adversely affect the Work; and

(h) Contractor certifies that all information provided to NYSERDA with respect to State Finance Law Sections 139-j and 139-k is complete, true and accurate.

Article X

Indemnification

Section 10.01. Indemnification. If the Contractor's Proposal is to provide funds to another entity for a Project located within the Contractor's jurisdiction, the Contractor shall require such entity to protect, indemnify and hold harmless NYSERDA and the State of New York from and against all liabilities, losses, claims, damages, judgments, penalties, causes of action, costs and expenses (including, without limitation, attorneys' fees and expenses) imposed upon or incurred by or asserted against NYSERDA or the State of New York resulting from, arising out of or relating to the performance of this Agreement. The obligations of the Contractor under this Article shall survive any expiration or termination of this Agreement, and shall not be limited by any enumeration herein of required insurance coverage.

Article XI

Insurance:
Certification of Self-Insured Status: or
Maintenance of Insurance and Policy Provisions

Section 11.01. The Contractor:

(a) hereby warrants to NYSERDA that it is a self-insurer with respect to the following types and levels of insurance required below and has reserves equal to, or greater than, comprehensive general liability insurance for bodily injury liability, including death, and property damage liability, incurred in connection with the performance of this Agreement, with minimum limits of $1,000,000 in respect of claims arising out of personal injury or sickness or death of any one person, $1,000,000 in respect of claims arising out of personal injury, sickness or death in any one accident or disaster, and $1,000,000 in respect of claims arising out of property damage in any one accident or disaster. Accordingly, the Contractor shall not be required to furnish or maintain a policy of insurance or submit any certification of insurance; or

(b): at no additional cost to NYSERDA, shall maintain or cause to be maintained throughout the term of this Agreement, insurance of the type and in the amounts specified in

Section 11.02 hereof entitled Type of Insurance. Such insurance shall be evidenced by an insurance policy, which shall:

(i) name or be endorsed to cover NYSERDA, the State of New York and the Contractor as additional insureds;

(ii) provide that such policy may not be cancelled or modified until at least 30 days after receipt by NYSERDA of written notice thereof; and

(iii) be reasonably satisfactory to NYSERDA in all other respects.

Section 11.02. Types of Insurance. If the Contractor is not self-insured, the type and amount of insurance required to be maintained under this Article is: commercial general liability insurance for bodily injury liability, including death, and property damage liability, incurred in connection with the performance of this Agreement, with minimum limits of $1,000,000 in respect of claims arising out of personal injury or sickness or death of any one person, $1,000,000 in respect of claims arising out of personal injury, sickness or death in any one accident or disaster, and $1,000,000 in respect of claims arising out of property damage in any one accident or disaster.

Section 11.03. Delivery of Policy; Insurance Certificate. If the Contractor is not self-insured, prior to commencing the Work, the Contractor shall deliver to NYSERDA a certificate of insurance issued by the insurer, indicating the Agreement number thereon, evidencing the insurance required by this Article and bearing notations evidencing the payment of the premiums thereon or accompanied by other evidence of such payment satisfactory to NYSERDA. In the event any policy furnished or carried pursuant to this Article will expire on a date prior to acceptance of the Work by NYSERDA pursuant to the Section hereof entitled Acceptance of Work, the Contractor, not less than 15 days prior to such expiration date, shall deliver to NYSERDA a certificate of insurance evidencing the renewal of such policy, and the Contractor shall promptly pay all premiums thereon due. In the event of threatened legal action, claims, encumbrances, or liabilities that may affect NYSERDA hereunder, or if deemed necessary by NYSERDA due to events rendering a review necessary, upon request the Contractor shall deliver to NYSERDA a certified copy of the policy.

Article XII

Stop Work Order; Termination

Section 12.01. Stop Work Order.

(a) NYSERDA may at any time, by written Order to the Contractor, require the Contractor to stop all, or any part of, the Work called for by this Agreement for a period of up to 90 days after the Stop Work Order is delivered to the Contractor, and for any further period to which the parties may agree. Any such order shall be specifically identified as a Stop Work Order issued pursuant to this Section. Upon receipt of such an Order, the

Contractor shall forthwith comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the Work covered by the order during the period of work stoppage consistent with public health and safety. Within a period of 90 days after a Stop Work Order is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, NYSERDA shall either:

(i) by written notice to the Contractor, cancel the Stop Work Order, which shall be effective as provided in such cancellation notice, or if not specified therein, upon receipt by the Contractor, or

(ii) terminate the Work covered by such order as provided in the Termination Section of this Agreement.

(b) If a Stop Work Order issued under this Section is cancelled or the period of the order or any extension thereof expires, the Contractor shall resume Work. An equitable adjustment shall be made in the delivery schedule, the estimated cost, the fee, if any, or a combination thereof, and in any other provisions of the Agreement that may be affected, and the Agreement shall be modified in writing accordingly, if:

(i) the Stop Work Order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this Agreement, and

(ii) the Contractor asserts a claim for such adjustments within 30 days after the end of the period of Work stoppage; provided that, if NYSERDA decides the facts justify such action, NYSERDA may receive and act upon any such claim asserted at any time prior to final payment under this Agreement.

(c) If a Stop Work Order is not cancelled and the Work covered by such order is terminated, the reasonable costs resulting from the Stop Work Order shall be allowed by equitable adjustment or otherwise.

(d) Notwithstanding the provisions of this Section 12.01, the maximum amount payable by NYSERDA to the Contractor pursuant to this Section 12.01 shall not be increased or deemed to be increased except by specific written amendment hereto.

Section 12.02. Termination.

(a) This Agreement may be terminated by NYSERDA at any time during the term of this Agreement with or without cause, upon 30 days prior written notice to the Contractor. In such event, compensation shall be paid to the Contractor for Work performed and expenses incurred prior to the effective date of termination in accordance with the provisions of the Article hereof entitled Payment and in reimbursement of any amounts required to be paid by the Contractor pursuant to Subcontracts; provided, however, that upon receipt of any such notice of termination, the Contractor shall cease the performance of Work, shall make no further commitments with respect thereto and shall reduce insofar as possible the amount of outstanding commitments (including, to the extent requested by NYSERDA, through termination of Subcontracts containing provisions therefore).

(b) NYSERDA reserves the right to terminate this Agreement in the event it is found that the certification filed by the Contractor in accordance with State Finance Law Sections 139-j and 139-k was intentionally false or intentionally incomplete. Upon such finding, NYSERDA may exercise its termination right by providing written notification to the Contractor as set forth in Article XV of this Agreement.

(c) NYSERDA reserves the right to terminate this Agreement in the event it is found that the certification filed by the Contractor in accordance with New York State Tax Law Section 5-a was intentionally false when made. Upon such finding, NYSERDA may exercise its termination right by providing written notification to the Contractor as set forth in Article XV of this Agreement.

Article XIII

Independent Contractor

Section 13.01. Independent Contractor. The status of the Contractor under this Agreement shall be that of an independent contractor and not that of an agent, and in accordance with such status, the Contractor, the Subcontractors, and their respective officers, agents, employees, representatives and servants shall at all times during the term of this Agreement conduct themselves in a manner consistent with such status and by reason of this Agreement shall neither hold themselves out as, nor claim to be acting in the capacity of, officers, employees, agents, representatives or servants of NYSERDA nor make any claim, demand or application for any right or privilege applicable to NYSERDA, including, without limitation, rights or privileges derived from workers' compensation coverage, unemployment insurance benefits, social security coverage and retirement membership or credit.

Article XIV

Compliance with Certain Laws

Section 14.01. Laws of the State of New York. The Contractor shall comply with all of the requirements set forth in Exhibit C hereto.

Section 14.02. All Legal Provisions Deemed Included. It is the intent and understanding of the Contractor and NYSERDA that each and every provision of law required by the laws of the State of New York or the Recovery Act or a Federal rule or regulation or directive, interpretation or guidance to be contained in this Agreement shall be contained herein, and if, through mistake, oversight or otherwise, any such provision is not contained herein, or is not contained herein in correct form, this Agreement shall, upon the application of either NYSERDA or the Contractor, promptly be amended through Addenda or other written communication from the Authority so as to comply strictly with the laws of the State of New York or the United States and to comply with such directive, interpretation or guidance with respect to the inclusion in this Agreement of all such provisions.

Section 14.03 Other Legal Requirements. The references to particular laws of the State of New York in this Article, in Exhibit C and elsewhere in this Agreement are not intended to be exclusive and nothing contained in such Article, Exhibit and Agreement shall be deemed to modify the obligations of the Contractor to comply with all legal requirements.

Article XV

Publicity, Notices, Entire Agreement, Amendment

Section 15.01. Publicity.

(a) The Contractor shall collaborate with NYSERDA's Director of Communications to prepare any press release and to plan for any news conference concerning the Work. In addition, the Contractor shall notify NYSERDA's Director of Communications regarding any media interview in which the Work is referred to or discussed. It is recognized during the course of this Work, the Contractor or its employees may from time to time desire to publish information regarding the Work or may be contacted by the media, community groups, and others for information concerning the Work. In all such communications, Contractor shall credit NYSERDA and the American Recovery and Reinvestment Act as the source of funding for the Work.

(b) The Contractor shall not use NYSERDA's corporate name, logo, identity, any affiliation, or the service mark **New York Energy $mart**[sm], and any related logo, without NYSERDA's prior written consent.

Section 15.02. Notices.

(a) All notices, requests, consents, approvals and other communications which may or are required to be given by either party to the other under this Agreement shall be in writing and shall be transmitted either:

(i) via certified or registered United States mail, return receipt requested;
(ii) by facsimile transmission;
(iii) by personal delivery;
(iv) by expedited delivery service; or
(v) by e-mail, return receipt requested.

Such notices shall be addressed as follows, or to such different addresses as the parties may from time-to-time designate as set forth in paragraph (c) below:

NYSERDA

Name: Cheryl L. Earley
Title: Director of Contract Management
Address: 17 Columbia Circle, Albany, New York 12203
Facsimile Number: 862-1090
E-Mail Address: cle@nyserda.org
Personal Delivery: Reception desk at the above address

City of Watertown

Name: Jeffrey E. Graham

Title:
Address: 245 Washington Street, Watertown, NY 13601
Facsimile Number: 315-686-6169
E-Mail Address: jgraham@watertown-ny.gov

(b) 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.

(c) The parties may, from time to time, specify any new or different address in the United States as their address for the purpose of receiving notice under this Agreement by giving fifteen (15) days written notice to the other party and sending it in accordance herewith. The parties agree to mutually designate individuals as their respective representatives for the purpose 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.

Section 15.03. Entire Agreement; Amendment. This Agreement embodies the entire agreement and understanding between NYSERDA and the Contractor and supersedes all prior agreements and understandings relating to the subject matter hereof. Except as otherwise expressly provided for herein to comply with future Federal or State requirements relating to the Recovery Act, which shall be effective in accordance with its terms or as directed by the Authority, this Agreement may not be further changed, waived, discharged or terminated except by an instrument in writing, signed by the party against which enforcement of such change, waiver, discharge or termination is sought.

EXHIBIT C

REVISED 9/06

STANDARD TERMS AND CONDITIONS FOR ALL NYSERDA AGREEMENTS

(Based on Standard Clauses for New York State Contracts and Tax Law Section 5-a)

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

1. NON-DISCRIMINATION REQUIREMENTS. In accordance with 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, age, disability or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is an Agreement 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 Agreement 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 Agreement. If this is a building service Agreement 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 Agreement and forfeiture of all moneys due hereunder for a second subsequent violation.

2. WAGE AND HOURS PROVISIONS. If this is a public work Agreement covered by Article 8 of the Labor Law or a building service Agreement 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.

3. NON-COLLUSIVE BIDDING REQUIREMENT. In accordance with Section 2878 of the Public Authorities Law, if this Agreement was awarded based upon the submission of bids, Contractor warrants, under penalty of perjury, that its bid was arrived at independently

and without collusion aimed at restricting competition. Contractor further warrants that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to NYSERDA a non-collusive bidding certification on Contractor's behalf.

4. INTERNATIONAL BOYCOTT PROHIBITION. If this Agreement exceeds $5,000, the Contractor agrees, as a material condition of the Agreement, 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 Agreement's execution, such Agreement, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify NYSERDA within five (5) business days of such conviction, determination or disposition of appeal. (See and compare Section 220-f of the Labor Law, Section 139-h of the State Finance Law, and 2 NYCRR 105.4).

5. SET-OFF RIGHTS. NYSERDA shall have all of its common law and statutory rights of set-off. These rights shall include, but not be limited to, NYSERDA's option to withhold for the purposes of set-off any moneys due to the Contractor under this Agreement up to any amounts due and owing to NYSERDA with regard to this Agreement, any other Agreement, including any Agreement for a term commencing prior to the term of this Agreement, plus any amounts due and owing to NYSERDA for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto.

6. CONFLICTING TERMS. In the event of a conflict between the Special Terms and Provision Applicable to Receipt of Recovery Act Funds, any Addenda, and the terms of any Exhibits and attachments thereto, the terms of the Special Terms and Provision Applicable to Receipt of Recovery Act Funds, the Addenda and this Exhibit C shall control.

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

8. NO ARBITRATION. Disputes involving this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily required) without the NYSERDA's written consent, but must, instead, be heard in a court of competent jurisdiction of the State of New York.

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

10. CRIMINAL ACTIVITY. If subsequent to the effectiveness of this Agreement, NYSERDA comes to know of any allegation previously unknown to it that the Contractor or any of its principals is under indictment for a felony, or has been, within five (5) years prior to submission of the Contractor's proposal to NYSERDA, convicted of a felony, under the laws of the United States or Territory of the United States, then NYSERDA may exercise its stop work right under this Agreement. If subsequent to the effectiveness of this Agreement, NYSERDA comes to know of the fact, previously unknown to it, that Contractor or any of its principals is under such indictment or has been so convicted, then NYSERDA may exercise its right to terminate this Agreement. If the Contractor knowingly withheld information about such an indictment or conviction, NYSERDA may declare the Agreement null and void and may seek legal remedies against the Contractor and its principals. The Contractor or its principals may also be subject to penalties for any violation of law which may apply in the particular circumstances. For a Contractor which is an association, partnership, corporation, or other organization, the provisions of this paragraph apply to any such indictment or conviction of the organization itself or any of its officers, partners, or directors or members of any similar governing body, as applicable.

11. PERMITS. It is the responsibility of the Contractor to acquire and maintain, at its own cost, any and all permits, licenses, easements, waivers and permissions of every nature necessary to perform the work.

12. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS. The Contractor certifies and warrants that all wood products to be used under this Agreement will be in accordance with, but not limited to, the specifications and provisions of State Finance Law Section 165 (Use of Tropical Hardwoods), which prohibits purchase and use of tropical hardwoods, unless specifically exempted by NYSERDA.

13. COMPLIANCE WITH TAX LAW SECTION 5-a. The following provisions apply to Contractors that have entered into agreements in an amount exceeding $100,000 for the purchase of goods and services:

a. Before such agreement can take effect, the Contractor must have on file with the New York State Department of Taxation and Finance a Contractor Certification form (ST-220-TD).

b. Prior to entering into such an agreement, the Contractor is required to provide NYSERDA with a completed Contractor Certification to Covered Agency form (Form ST-220-CA).

c. Prior to any renewal period (if applicable) under the agreement, the Contractor is required to provide NYSERDA with a completed Form ST-220-CA.

d. Certifications referenced in paragraphs (b) and (c) above will be maintained by NYSERDA and made a part hereof and incorporated herein by reference.

e. NYSERDA reserves the right to terminate this agreement in the event it is found that the certification filed by the Contractor in accordance with Tax Law Section 5-a was false when made.

Exhibit D

Explanations on Davis Bacon, Buy American, National Environmental Protection Act, Waste Stream, and National Historic Preservation Act

The following shall provide clarification on Davis Bacon, Buy American, NEPA, Waste Stream, the National Historical Preservation Act (NHPA), and the Division of Human Rights (DHR).

d. Davis-Bacon Act

i. Overview:

- The Act requires that all contractors and subcontractors performing on federal contracts (and contractors or subcontractors performing on federally assisted contracts under the related Acts) in excess of $2,000 pay their laborers and mechanics not less than the prevailing wage rates and fringe benefits, as determined by the Secretary of Labor, for corresponding classes of laborers and mechanics employed on similar projects in the area.
- Apprentices and trainees may be employed at less than predetermined rates. Apprentices must be employed pursuant to an apprenticeship program registered with the Department of Labor or with a state apprenticeship agency recognized by the Department. Trainees must be employed pursuant to a training program certified by the Department.
- Contractors and subcontractors on prime contracts in excess of $100,000 are also required, pursuant to the Contract Work Hours and Safety Standards Act, to pay employees one and one-half times their basic rates of pay for all hours over 40 worked on covered contract work in a workweek.
- For public projects and public works projects, both Davis-Bacon and the New York State Prevailing wage requirements must be met. The Sub-recipient must provide confirmation that the higher of the two will be provided.
- Covered contractors and subcontractors are also required to pay employees weekly and to submit weekly certified payroll records to NYSERDA or its Contractor.

ii. Additional prevailing wage rules may apply for volunteers. Please refer to the Department of Labor Field Operations Handbook (§15e23): "There are no exceptions to Davis-Bacon coverage for volunteer labor unless an exception is specifically provided for in the particular Davis-Bacon Related Act under which the project funds are derived." The Davis-Bacon Related Act for the American Recovery and Reinvestment Act of 2009 (ARRA) is silent on this subject of an exception for volunteer labor. DOE has advised that, on ARRA-funded projects subject to Davis-Bacon coverage, it is likely that all workers must be paid the prevailing wage.

ii. Documentation for Invoicing:

- Sub-recipients must include specific Davis-Bacon terms in contract agreements with all vendors working on the project. The required language to be included in each contract is located in the Agreement under "Special Terms and Provisions

Applicable to Receipt of Recovery Act Funds," Section III: Wage Rate Requirements, Sections 1 – 10.

- Contractors and subcontractors subcontractors subject to Davis-Bacon are required to pay employees weekly and to submit weekly certified payroll records to NYSERDA or its Contractor.

e. Buy American Clause

ii. Overview:

- The Buy American clause of the American Recovery and Reinvestment Act of 2009 (ARRA) requires, unless an exception applies, that all of the iron, steel, and manufactured goods* used in the construction, alteration, maintenance, or repair of a public building or public works project are produced in the United States. All projects must provide a preference for unmanufactured domestic construction material.

  *Manufactured good means a good brought to the construction site for incorporation into the building or work that has been--

  (i) Processed into a specific form and shape; or

  (ii) Combined with other raw material to create a material that has different properties than the properties of the individual raw materials.

- Public recipients of the NYSERDA ARRA funds must comply with the Buy American clause unless a specific exception applies. These recipients would include municipalities, public universities, public K-12 schools or BOCES, and public hospitals. The Buy American clause does not apply to facilities owned by private hospitals or not-for-profit entities.
- It has been determined that if any part of a public project receives ARRA funds, the Buy American clause applies to the entire project, even if the ARRA funds are only used for certain portions of the project, unless those portions are separated by scope and cost within the contract. The Buy American terms are required to be part of every request for proposal or solicitation of bids and all contracts.
- The Act requires "substantial transformation" of a product in the United States from component parts. A product will satisfy the qualifications of the clause if all of the components of the manufactured good are manufactured in the United States or all of the components were assembled into the final product in the United States. Alternatively, if there was a change in character or use of the finished good as a whole (not each individual component), facilitated in the United States, then that will satisfy the clause. Also, if there were processes performed in the United States (including but not limited to assembly) that were complex and meaningful, the Buy American Clause would be satisfied.
- <u>Exemptions to "Buy America"</u>. DOE has issued three categorical waivers: LED traffic lights, arrows, and crosswalk signals (excluding the metal or plastic fixtures); fluorescent electronic lighting ballasts (with exception of electronic dimming ballasts for fluorescent lamps that are capable of operating the lamps below 50 percent of their rated light output); and screw-base and pin-base compact

fluorescent lamps (CFLs) (with the exception of plug-in CFLs longer than 10 inches).

iii. Documentation for Invoicing:

- Sub-recipient must include specific Buy American terms in contract agreements with all contractors working on the project. The required language to be included in each contract is as follows:

"The ARRA requires that all iron, steel and manufactured goods used for the construction of this contract be produced in the United States. The ARRA states:

(a) None of the funds appropriated or otherwise made available by this Act may be used for a project for the construction, alteration, maintenance, or repair of a public building or public work unless all of the iron, steel, and manufactured goods used in the project are produced in the United States.

(b) Subsection (a) shall not apply in any case or category of cases in which the head of the Federal department or agency involved finds that –
(1) applying subsection (a) would be inconsistent with the public interest;
(2) iron, steel, and the relevant manufactured goods are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or
(3) inclusion of iron, steel, and manufactured goods produced in the United States will increase the cost of the overall project by more than 25 percent.

(c) If the head of a Federal department or agency determines that it is necessary to waive the application of subsection (a) based on a finding under subsection (b), the head of the department or agency shall publish in the Federal Register a detailed written justification as to why the provision is being waived.

- Sub-recipients will need to submit a certificate of compliance with the Buy American clause. If any waivers are provided by the U.S. Department of Energy, based on the conditions listed above, the Sub-recipient must obtain the waiver directly and provide copies to NYSERDA, or its contractor. Further direction on the required documentation for this certification will be provided by NYSERDA.

- In order to show compliance, each Sub-recipient shall be prepared to submit the following information to NYSERDA, or its contractor.

  - Written certifications from manufacturers/suppliers
  - Invoices
  - Photographs of Country of Origin labeling
  - Cut sheets (if Country of Origin is specified)

- Sign-off sheet from contractor showing that materials were inspected upon delivery
- Documentation for de minimis components in excess of 25%

- For those applicants that stipulated a non-American brand in their proposal, they shall revise their product choice and submit the new information to NYSERDA, or its contractor.
- Reference the "Special Terms and Provisions Applicable to Receipt of Recovery Act Funds," Section II: Buy American for additional information.

f. National Environmental Policy Act (NEPA)

i. Overview:

- All projects receiving funds from the Department of Energy (DOE), including the subject project, must comply with National Environmental Policy Act (NEPA). The DOE has provided guidance for complying with NEPA, including the determination of categories of projects that are considered categorical exclusions from additional NEPA review, barring extraordinary circumstances or sensitive environmental conditions. DOE has also provided categorical exclusions for an appropriately sized solar electric/photovoltaic systems or units on existing rooftops and parking shade structures; a 60 kw system or smaller unit installed on the ground within the boundaries of an existing facility, wind turbines of 20 kw or smaller, solar thermal systems 20 kw or smaller, appropriately sized solar thermal hot water systems for residences and small commercial buildings, ground source heat pumps of 5.5 tons of capacity or smaller, horizontal/vertical, ground, closed-loop systems, combined heat and power systems appropriately sized to the buildings in which they are located, and biomass thermal of 3 MMBTUs per hour or smaller systems with appropriate Best Available Technologies (BACT) installed and operated. Notwithstanding exclusion under NEPA, Projects must also comply with the State Environmental Quality Review Act (SEQRA).

ii. Documentation for Invoicing:

- NYSERDA is seeking a categorical exclusion from the DOE for projects of this type receiving funds through RFP 1613. Sub-recipient shall be required to assist NYSERDA, or its contractor, to complete any required documentation for NEPA compliance. Should the project scope change or new information become available, NEPA documentation may need to be updated. In addition to compliance with NEPA for ARRA purposes, all Sub-recipients shall also comply with any local, state and federal environmental laws and regulations that may apply and, in particular, are required to comply with the State Environmental Quality Review Act.

g. Waste Stream

i. Sub-Recipient shall provide to NYSERDA, or its contractor, a waste management plan addressing waste generated by each proposed Project prior to receiving funding for the Project. This waste management plan shall describe the plan to dispose of any sanitary or hazardous waste (e.g., construction and demolition debris, old light bulbs, lead ballasts, lead paint, piping, roofing material, discarded equipment, debris, and asbestos) generated as a result of the proposed Project. NYSERDA will make the waste management plan and related documentation available to DOE on DOE's request (for example, during a post-award audit). NYSERDA is required to ensure that the Project complies with all Federal, state and local regulations for waste disposal.

h. National Historic Preservation Act (NHPA)

i. NYSERDA and/or the Sub-recipient shall comply with Section 106 of the National Historic Preservation Act (NHPA). If applicable, the NYSERDA and/or the Sub-recipient shall contact the State Historic Preservation Officer (SHPO) and the Tribal Historic Preservation Officer (THPO). NYSERDA shall retain sufficient documentation, from the Project proponent or other sources, to demonstrate that the State and/or Project proponent have received required approval(s) from the SHPO or THPO. The State shall deem compliance with Section 106 of the NHPA complete only after it has this documentation. NYSERDA shall make this documentation available to DOE on DOE's request (for example, during a post-award audit).

f. Division of Human Rights

i. The Sub-Recipient shall certify and comply with the applicable Terms and Conditions established by the New York State Executive Order 31, establishing the Division of Human Rights as the Centralized Civil Rights Monitoring Unit. In accordance with Division of Human Rights requirements, at a minimum, the Sub-Recipient shall provide NYSERDA, or its contractor, with a certification of compliance with the following Terms and Conditions prior to receiving any payment:

- Certify and comply with all requirements of federal Executive Order 11246, if applicable, including but not limited to maintaining an affirmative action plan;
- Certify and make every good faith effort to promote equality of economic opportunities for minority group members, women and disabled persons, and facilitate minority, women and disadvantaged business entities participation on all contracts and subcontracts;
- Certify and hold all Vendors to compliance and reporting requirements;
- Make certifications under penalty of perjury and for the purpose of obtaining payment under the contract of subcontract;

- Certify as to compliance with the New York State Division of Human Resources requirements as the Centralized Civil Rights Monitoring Unit.

- Retain detailed supporting documentation, records of expenditures of stimulus funds and compliance with applicable civil rights laws, regulations and requirements herein;

- Permit examination, upon request and without notice, by the Stimulus Oversight Panel, state contracting agency and inspectors general of all relevant records and transactions relating to the contract or subcontract; and

•Permit entry, upon request and without notice, by the Stimulus Oversight Panel, state contracting agency and inspectors general and make personnel available for interviews.

Exhibit E

DAVIS BACON AND

NEW YORK STATE DEPARTEMNT OF LABOR PREVAILING WAGES

Contractors subject to Davis Bacon Prevailing Wages and NYS Department of Labor Prevailing Wages should go to the following web sites for information on obtaining applicable wage rates.

For Davis Bacon Prevailing Wages, go to :

http://www.gpo.gov/davisbacon/

For NYS Department of Labor Prevailing Wages, go to :

http://wpp.labor.state.ny.us/wpp/publicViewPWChanges.do

EXHIBIT F

PART 504

PROMPT PAYMENT POLICY STATEMENT

Section 504.1 Purpose and applicability.

(a) The purpose of this Part is to implement section 2880 of the Public Authorities Law by detailing the authority's policy for making payment promptly on amounts properly due and owing by the authority under contracts. This Part constitutes the authority's prompt payment policy statement as required by that section.

(b) This Part generally applies to payments due and owing by the authority to a person or business in the private sector under a contract it has entered into with the authority on or after May 1, 1988. This Part does not apply to payments due and owing:

(1) under the Eminent Domain Procedure Law;

(2) as interest allowed on judgments rendered by a court pursuant to any provision of law except Section 2880 of the Public Authorities Law;

(3) to the Federal government; to any state agency or its instrumentalities; to any duly constituted unit of local government, including but not limited to counties, cities, towns, villages, school districts, special districts or any of their related instrumentalities; to any other public authority or public benefit corporation; or to its employees when acting in, or incidental to, their public employment capacity;

(4) if the Authority is exercising a legally authorized set-off against all or part of the payment; or

(5) if other State or Federal law or rule or regulation specifically requires otherwise.

Section 504.2 Definitions. As used in this Part, the following terms shall have the following meanings, unless the context shall indicate another or different meaning or intent:

(a) "Authority" means the New York State Energy Research and Development Authority.

(b) "Contract" means an enforceable agreement entered into between the Authority and a contractor.

(c) "Contractor" means any person, partnership, private corporation, or association:

(1) selling materials, equipment or supplies or leasing property or

equipment to the Authority pursuant to a contract;

(2) constructing, reconstructing, rehabilitating or repairing buildings, highways or other improvements for, or on behalf of, the Authority pursuant to a contract; or

(3) rendering or providing services to the Authority pursuant to a contract.

(d) "Date of payment" means the date on which the Authority requisitions a check from its statutory fiscal agent, the Department of Taxation and Finance, to make a payment.

(e) "Designated payment office" means the Office of the Authority's Controller, located at 17 Columbia Circle, Albany, New York 12203.

(f) "Payment" means provision by the Authority of funds in an amount sufficient to satisfy a debt properly due and owing to a contractor and payable under all applicable provisions of a contract to which this Part applies and of law, including but not limited to provisions for retained amounts or provisions which may limit the Authority's power to pay, such as claims, liens, attachments or judgments against the contractor which have not been properly discharged, waived or released.

(g) "Prompt payment" means a payment within the time periods applicable pursuant to Sections 504.3 through 504.5 of this Part in order for the Authority not to be liable for interest pursuant to Section 504.6.

(h) "Payment due date" means the date by which the date of payment must occur, in accordance with the provisions of Sections 504.3 through 504.5 of this Part, in order for the Authority not to be liable for interest pursuant to Section 5.06.

(i) "Proper invoice" means a written request for a contract payment that is submitted by a contractor setting forth the description, price or cost, and quantity of goods, property or services delivered or rendered, in such form, and supported by such other substantiating documentation, as the Authority may reasonably require, including but not limited to any requirements set forth in the contract; and addressed to the Authority's Controller, marked "Attention: Accounts Payable," at the designated payment office.

(j)(1) "Receipt of an invoice" means:

(i) if the payment is one for which an invoice is required, the later of:

(a) the date on which a proper invoice is actually received in the designated payment office during normal business hours; or

(b) the date by which, during normal business hours, the

Authority has actually received all the purchased goods, property or services covered by a proper invoice previously received in the designated payment office.

(ii) if a contract provides that a payment will be made on a specific date or at a predetermined interval, without having to submit a written invoice the 30th calendar day, excluding legal holidays, before the date so specified or predetermined.

(2) For purposes of this subdivision, if the contract requires a multifaceted, completed or working system, or delivery of no less than a specified quantity of goods, property or services and only a portion of such systems or less than the required goods, property or services are working, completed or delivered, even though the Contractor has invoiced the Authority for the portion working, completed or delivered, the Authority will not be in receipt of an invoice until the specified minimum amount of the systems, goods, property or services are working, completed or delivered.

(k) "Set-off" means the reduction by the Authority of a payment due a contractor by an amount equal to the amount of an unpaid legally enforceable debt owed by the contractor to the Authority.

Section 504.3 Prompt payment schedule. Except as otherwise provided by law or regulation or in Sections 504.4 and 504.5 of this Part, the date of payment by the Authority of an amount properly due and owing under a contract shall be no later than 30 calendar days, excluding legal holidays, after such receipt.

Section 504.4 Payment procedures.

(a) Unless otherwise specified by a contract provision, a proper invoice submitted by the contractor to the designated payment office shall be required to initiate payment for goods, property or services. As soon as any invoice is received in the designated payment office during normal business hours, such invoice shall be date-stamped. The invoice shall then promptly be reviewed by the Authority.

(b) The Authority shall notify the contractor within 15 calendar days after receipt of an invoice of:

(1) any defects in the delivered goods, property or services;

(2) any defects in the invoice; and

(3) suspected improprieties of any kind.

(c) The existence of any defects or suspected improprieties shall prevent the commencement of the time period specified in Section 504.3 until any such defects or improprieties are corrected or otherwise resolved.

(d) If the Authority fails to notify a contractor of a defect or impropriety within the

fifteen calendar day period specified in subdivision (b) of this section, the sole effect shall be that the number of days allowed for payment shall be reduced by the number of days between the 15th day and the day that notification was transmitted to the contractor. If the Authority fails to provide reasonable grounds for its contention that a defect or impropriety exists, the sole effect shall be that the payment due date shall be calculated using the original date of receipt of an invoice.

(e) In the absence of any defect or suspected impropriety, or upon satisfactory correction or resolution of a defect or suspected impropriety, the Authority shall make payment, consistent with any such correction or resolution and the provisions of this Part.

Section 504.5 Exceptions and extension of payment due date. The Authority has determined that, notwithstanding the provisions of Sections 504.3 and 504.4 of this Part, any of the following facts or circumstances, which may occur concurrently or consecutively, reasonably justify extension of the payment due date:

(a) If the case of a payment which a contract provides will be made on a specific date or at a predetermined interval, without having to submit a written invoice, if any documentation, supporting data, performance verification, or notice specifically required by the contract or other State or Federal mandate has not been submitted to the Authority on a timely basis, then the payment due date shall be extended by the number of calendar days from the date by which all such matter was to be submitted to the Authority and the date when the Authority has actually received such matter.

(b) If an inspection or testing period, performance verification, audit or other review or documentation independent of the contractor is specifically required by the contract or by other State or Federal mandate, whether to be performed by or on behalf of the Authority or another entity, or is specifically permitted by the contract or by other State or Federal provision and the Authority or other entity with the right to do so elects to have such activity or documentation undertaken, then the payment due date shall be extended by the number of calendar days from the date of receipt of an invoice to the date when any such activity or documentation has been completed, the Authority has actually received the results of such activity or documentation conducted by another entity, and any deficiencies identified or issues raised as a result of such activity or documentation have been corrected or otherwise resolved.

(c) If an invoice must be examined by a State or Federal agency, or by another party contributing to the funding of the contract, prior to payment, then the payment due date shall be extended by the number of calendar days from the date of receipt of an invoice to the date when the State or Federal agency, or other contributing party to the contract, has completed the inspection, advised the Authority of the results of the inspection, and any deficiencies identified or issues raised as a result of such inspection have been corrected or otherwise resolved.

(d) If appropriated funds from which payment is to be made have not yet been appropriated or, if appropriated, not yet been made available to the Authority, then the payment due date shall be extended by the number of calendar days from the date of receipt of an invoice to the date when such funds are made available to the

Authority.

Section 504.6 Interest eligibility and computation. If the Authority fails to make prompt payment, the Authority shall pay interest to a contractor on the payment when such interest computed as provided herein is equal to or more than ten dollars. Interest shall be computed and accrue at the daily rate in effect on the date of payment, as set by the New York State Tax Commission for corporate taxes pursuant to Section 1096(e)(1) of the Tax Law. Interest on such a payment shall be computed for the period beginning on the day after the payment due date and ending on the date of payment.

Section 504.7 Sources of funds to pay interest. Any interest payable by the Authority pursuant to this Part shall be paid only from the same accounts, funds, or appropriations that are lawfully available to make the related contract payment.

Section 504.8 Incorporation of prompt payment policy statement into contracts. The provisions of this Part in effect at the time of the creation of a contract shall be incorporated into and made a part of such contract and shall apply to all payments as they become due and owing pursuant to the terms and conditions of such contract, notwithstanding that the Authority may subsequently amend this Part by further rulemaking.

Section 504.9 Notice of objection. Unless a different procedure is specifically prescribed in a contract, a contractor may object to any action taken by the Authority pursuant to this Part which prevents the commencement of the time in which interest will be paid by submitting a written notice of objection to the Authority. Such notice shall be signed and dated and concisely and clearly set forth the basis for the objection and be addressed to the Vice President, New York State Energy Research and Development Authority, at the address set forth in Section 504.2(e). The Vice President of the Authority, or his or her designee, shall review the objection for purposes of affirming or modifying the Authority's action. Within 15 working days of the receipt of the objection, the Vice President, or his or her designee, shall notify the contractor either that the Authority's action is affirmed or that it is modified or that, due to the complexity of the issue, additional time is needed to conduct the review; provided, however, in no event shall the extended review period exceed 30 working days.

Section 504.10 Judicial Review. Any determination made by the Authority pursuant to this Part which prevents the commencement of the time in which interest will be paid is subject to judicial review in a proceeding pursuant to Article 78 of the Civil Practice Law and Rules. Such proceedings shall only be commenced upon completion of the review procedure specified in Section 504.9 of this Part or any other review procedure that may be specified in the contract or by other law, rule, or regulation.

Section 504.11 Court action or other legal processes.

(a) Notwithstanding any other law to the contrary, the liability of the Authority to make an interest payment to a contractor pursuant to this Part shall not extend beyond the date of a notice of intention to file a claim, the date of a notice of a claim, or the date commencing a legal action for the payment of such interest, whichever occurs first.

(b) With respect to the court action or other legal processes referred to in subdivision

(a) of this section, any interest obligation incurred by the Authority after the date specified therein pursuant to any provision of law other than Public Authorities Law Section 2880 shall be determined as prescribed by such separate provision of law, shall be paid as directed by the court, and shall be paid from any source of funds available for that purpose.

Section 504.12 Amendments. These regulations may be amended by resolution of the Authority, provided that the Chair, upon written notice to the other Members of the Authority, may from time to time promulgate nonmaterial amendments of these regulations.

Res No. 4

August 10, 2010

To: The Honorable Mayor and City Council

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

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

The City Council approved the Grant Disbursement Agreement for the RESTORE NY Grant for the Franklin Building project on July 21, 2008. The Council also approved an amendment to the Agreement as required by Empire State Development Corporation (ESDC) on April 19, 2010.

ESDC is again requiring an amendment to the contract. The second amendment adds design and construction requirements to Exhibit B and Exhibit I. It also extends the Agreement expiration date from December 31, 2010 to March 31, 2011.

The resolution prepared for City Council consideration approves the Second Grant Disbursement Agreement Amendment and authorizes Mayor Jeffrey E. Graham to sign it.

Resolution No. 4 August 16, 2010

RESOLUTION

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

	YEA	NAY
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 ……..		

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 on April 19, 2010, the City Council approved the First Amendment to the Grant Disbursement Agreement, and

WHEREAS Empire State Development Corporation is proposing a second amendment to the Grant Disbursement Agreement that adds additional design and construction requirements to Exhibit B and Exhibit I and extends the expiration date of the Agreement to March 31, 2011, 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 Second 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 said Amendment.

Seconded by

SECOND 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:

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

_____ August 3, 2010
(Signature) Douglas Wehrle, Senior Vice President, Loans and Grants (date)

CITY OF WATERTOWN

_____ _____
(Signature) (date)

_____
(Printed name and title)

Rev. 1/08/10

Attachment A

Contents

Complete Directors Materials
Revised Construction Requirements (Exhibit B)(Revised August 3, 2010)
Revised Special Provisions (Exhibit I)(Revised August 3, 2010)

EXHIBIT B: CONSTRUCTION REQUIREMENTS

(Revised August 3, 2010)

RESTORE NY
PAYMENT REQUEST
Fill in shaded portions only

Estimated Completion Date: _____

Percentage Paid by ESDC _____

Description	Contract Amounts	ESD Funded Amounts	Invoiced to ESD			Balance of ESD Portion to Complete
			Prior Months Thru 0/0/00	This Month (Date) 0/0/00	Total To Date	
General Construction	$ -	$ -	$ -	$ -	$ -	$ -
Electrical	$ -	$ -	$ -	$ -	$ -	$ -
HVAC	$ -	$ -	$ -	$ -	$ -	$ -
Plumbing	$ -	$ -	$ -	$ -	$ -	$ -
Other_____	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL PROJECT COST	$ -	$ -	$ -	$ -	$ -	$ -

04/10

EMPIRE STATE DEVELOPMENT CORPORATION
DESIGN AND CONSTRUCTION REQUIREMENTS
For RESTORE Projects

Watertown – RESTORE – Franklin Building, Project # V014
2010

For **Design Phase** (soft cost) reimbursements submit the following to ESDC:

- Project Budget
- Final Construction Plans signed and sealed (CD)
- Design Schedule
- Selected architects/engineers and copy of agreement
- Consultant's Code Certification Letter – Attachment A Form
- Consultant's Certification of Completed Construction – Attachment C Form

For **Construction Phase** (hard cost) reimbursements submit the following to ESDC:

- Building permit
- Insurance policies naming New York State Urban Development Corporation dba Empire State Development Corporation as additional insured. Contractors are to carry the following limits: Commercial General Liability of $1 million per occurrence and $2 million in the aggregate, Commercial Automobile insurance of not less than $1 million and Evidence of Workers Compensation/Employers Liability insurance.
- Asbestos Free Building Certificate for alterations and demolitions
- Plans with building department approval stamp
- Contractor and CM Agreements/Cost
- Construction schedule
- Certificate of Occupancy (CO)
- Request for Payment
- Contractor's Affidavit
- Contractor's Receipt and Waiver of Lien
- Subcontractor's Receipt and Waiver of Lien
- Affidavit and Final Waiver of Claims and Liens and Release of Rights
- Unconditional Waiver and Release
- Contractor's Certification of Completed Construction – Attachment B

If Applicable:
SHPO Consultation Requirement

A written update on the status of the consultation with the State Historic Preservation Office (SHPO), pursuant to Section 14.09 of the New York State Historic Preservation Act and in accordance with the Letter of Understanding, must be attached to each Payment Request along with any recent correspondence from SHPO. Final approval letter from SHPO must be submitted with Final Payment Request.

1. Watertown –RESTORE – Franklin Building (V014)
May 22, 2008

General Project Plan

Grantee: City of Watertown (the "City" or "Watertown")
Address: 245 Washington St.
Watertown, New York 13601
Contact: Kenneth Mix, Planning & Community Development Director
Phone: 315-785-7730 Fax: 315-782-9014

Project Location: 50 Public Square, Watertown, Jefferson County

NYS Empire Zone (or equivalent): City of Watertown Empire Zone

ESD Investment: A grant of up to $1,550,000 to be used for a portion of the cost of renovations and related soft costs.

Project Team:

Project Management	Ron Stanton
Affirmative Action	Laverne Poole
Environmental	Soo Kang

Project Completion: July 2009

Project Description:

Background
The settling of Watertown began in the early 1800s as New England pioneers realized the area's potential as an industrial center because of the Black River and water power it could provide. The naming of Watertown as the county seat in 1805 led to much progress in the hamlet. Small mills and factories sprang up and with the development and harnessing of water power, the City became one of the nation's principal paper manufacturing communities. Growth continued with the decade between 1850 and 1860 seeing the largest amount of building construction. With industry flourishing, Watertown was named "The Ideal American City" during this period and accounted for more millionaires per capita than any other city in the country. That prosperity continued through the middle of the twentieth century when the advantages of water power were replaced with other energy sources and transportation became more important for competing industries. As a result, during the past fifty years, much of the industry is gone leaving vacant old buildings and factories within the City.

Despite this decline in economic activity, Watertown is still the county seat of Jefferson County and the largest population center in the area. The Fort Drum Military Reservation is located just five miles northeast of Watertown. That proximity became more significant when in 1985 the 10th Mountain Division of the U.S. Army was relocated to Fort Drum. That development brought almost 30,000 people into the area between 1985 and 1995. Now

the Army has announced plans for another expansion that will bring thousands of additional troops and support personnel to Fort Drum. With strong economic growth continuing in the region, the City began in 2006 to implement a downtown revitalization plan that will vastly improve the landscape and services of the downtown business corridor, helping to stimulate a resurgence of commercial and residential activities. The City's strategic revitalization plan also identified various historic buildings in the downtown corridor that if rehabilitated would have a significant impact on improving the appearance of downtown.

Formerly the Watertown YWCA, the Franklin building has sat vacant and in deteriorating condition for the past ten years. In 2002, the YWCA transferred ownership of the building to a newly formed non-profit corporation, 50 Public Square LLC, which is 100% owned by the Watertown Local Development Corporation ("WLDC"). Over the past several years the WLDC has partnered with the City and other agencies to provide façade easement programs and low interest loans to the owners of properties located in the downtown corridor. Through 50 Public Square LLC, the WLDC has invested $700,000 in roof replacement costs to protect the building from further deterioration. As the cost to renovate the Franklin building exceeds any reasonable rate of return that a private contractor would expect to make, ESD's assistance is needed to help reduce the costs and make the project feasible.

The Project

The Franklin building project represents a $7.8 million investment in an abandoned commercial building to convert it to commercial and residential use. The project will renovate and develop seven commercial units on the ground floor and sixteen residential units on the upper floors of the building. The project will be conducted in two phases. Phase one will stabilize the structure, remove any asbestos and debris, rehabilitate the first floor common area, install an elevator and upgrade the mechanicals. Phase I will also include façade improvement to match the City's streetscape plan. Phase I will utilize the ESD Restore grant and the project is expected to cost $2.3 million. Phase II will complete the rehabilitation of the building and will be done in a partnership with Neighbors of Watertown using Housing and Historic tax credits. Neighbors of Watertown administers all local housing rehabilitation and home ownership programs in the City with Community Development Block Grant and HOME funding that is available through the state.

Financing Uses	Amount	Financing Sources	Amount	Percent
Roof replacement	$700,000	ESD Grant	$1,550,000	65%
Façade/asbestos removal/common area rehabilitation	1,008,900	WLDC - equity	700,000	29%
Elevator and stairs	228,000	City of Watertown*- equity	123,900	6%
Mechanical systems	387,000			
Administrative/architect fees	50,000			
Total Project Costs	$2,373,900	Total Project Financing	$2,373,900	100%

* Includes NY Main Street and Community Development Block Grant program funds.

Watertown –RESTORE – Franklin Building (V014)
May 22, 2008

Financial Terms and Conditions:

1. At the time of disbursement, the City will reimburse ESD for all out-of-pocket expenses incurred in connection with the project.

2. The City will be obligated to advise ESD of a materially adverse change in its financial condition prior to disbursement.

3. The City will ensure the contribution of at least a 10% match of the grant amount to the Project.

4. Up to $1,550,000 will be disbursed to Grantee as reimbursement for eligible costs, no more frequently than quarterly, in proportion to ESD's funding share, assuming that all project approvals have been completed and funds are available. 10% of the grant amount ($155,000) will be held as a retainer until completion of the project as evidenced by a certificate of substantial completion (AIA form G704). Payment will be made upon presentation to ESD of an invoice and such other documentation as ESD may reasonably require. Expenses must be incurred on or after October 30, 2006 to be considered reimbursable project costs. Previously expended funds may be applied toward match requirements.

5. ESD may reallocate the project funds to another form of assistance, at an amount no greater than $1,550,000, for this project if ESD determines that the reallocation of the assistance would better serve the needs of the City and the State of New York. In no event shall the total amount of any assistance to be so reallocated exceed the total amount of assistance approved by the Directors.

Environmental Review:
The City of Watertown, as lead agency, has completed an environmental review of the proposed project, pursuant to the requirements of the State Environmental Quality Review Act ("SEQRA") and the implementing regulations of the New York State Department of Environmental Conservation. This review found the project to be a Type I Action, which would not have a significant effect on the environment. The lead agency issued a Negative Declaration on January 7, 2008. ESD staff reviewed the Negative Declaration and supporting materials and concurs. It is recommended that the Directors make a Determination of No Significant Effect on the Environment.

Due to the building's inclusion on the New York State and National Registers of Historic Places, ESD has confirmed that the project sponsor initiated consultation with the New York State Office of Parks, Recreation and Historic Preservation ("OPRHP") pursuant to Section 14.09 of the State Historic Preservation Act. ESD will ensure that consultation is completed with OPRHP.

Watertown –RESTORE – Franklin Building (V014)
May 22, 2008

Affirmative Action:
ESD's Non-discrimination and Affirmative Action policy will apply. The grantee is encouraged to use its best efforts to achieve Minority and/or Women-owned Business Enterprise participation of not less than 5% of the total dollar value of work performed pursuant to contracts or purchase orders entered into in connection with the project, and to include minorities and women in any job opportunities created by the project.

Statutory Basis – Restore NY Communities:
Land Use Improvement Project Findings

1. The area in which the project is to be located is a substandard or insanitary area, or is in danger of becoming a substandard or insanitary area and tends to impair or arrest sound growth and development of the municipality.
   The project involves the rehabilitation of an abandoned commercial building, which has been deemed by the City to arrest sound growth and development in the area.

2. The project consists of a plan or undertaking for the clearance, replanning, reconstruction and rehabilitation of such area and for recreational and other facilities incidental or appurtenant thereto.
   The project involves the rehabilitation of a site that the City has included in its overall master development plan for the revitalization of its downtown business corridor.

3. The plan or undertaking affords maximum opportunity for participation by private enterprise, consistent with the sound needs of the municipality as a whole.
   The City published a property assessment list and held a public hearing on the project at the time of application. The City will ensure compliance with all applicable local laws and regulations.

4. The requirements of Section 10(g) of the Act are satisfied.
   There are no families or individuals displaced from the Project area.

NEW YORK STATE URBAN DEVELOPMENT CORPORATION
d/b/a EMPIRE STATE DEVELOPMENT CORPORATION
AFFIDAVIT AND FINAL WAIVER OF CLAIMS AND LIENS
AND RELEASE OF RIGHTS

STATE OF)
) SS:
COUNTY OF)

The undersigned, who is the _____ (designate title) of _____ which is the _____ (designate whether the subcontractor, supplier, or otherwise) for the _____ (designate the type of work, supplies or services rendered) on the improvements constructed or being constructed on the premises hereafter identified, declares that his contract with _____ (name of party contracted with) is in the total amount of $_____, which includes extras and all change orders to the date hereof.

In consideration of the amounts and sums previously received, and the payment of $_____ being full and final payment amount due, the undersigned does hereby waive and release to the Owner, New York State Urban Development Corporation d/b/a Empire State Development Corporation ("ESD") and to _____ any and all claims and liens and rights to liens upon the premises described below (which may be more particularly described by an Exhibit "A" attached), and upon improvements now or hereafter thereon, and upon the monies or other considerations (due or to become due from the Owner, ESD or from _____ or from any other person, firm or corporation), said claims and liens and rights to liens being on account of labor, services, materials, fixtures or apparatus heretofore furnished by or which may be furnished at any time hereafter by or at the request of the undersigned. The premises as to which said claims and liens and rights to liens are hereby released are identified as follows:

Project Name: _____
Address or Project: _____
City: _____ County: _____ State: _____

The undersigned further represents and warrants that he is duly authorized and empowered to sign and execute this wavier on his own behalf and on behalf of the company or business for which he is signing; that he has properly performed all work and furnished all the materials of the specified quality per plans and specifications and in a good and workmanlike manner, fully and completely; that he has paid for all the labor, materials, equipment and services; that he has used or supplied or may hereafter use or supply to the above premises that he has no other outstanding and unpaid payment applications, invoices, retentions, holdbacks, chargebacks or unbilled work or materials, as of the date of the aforementioned last and final payment application of invoice; and that any materials which have been supplied or incorporated into the above premises were either taken from his fully-paid or open stock or were fully paid for and supplied as stated on the statement accompanying the last and final payment application or invoice.

The undersigned further agrees to reimburse and does hold harmless and fully indemnify Owner, ESD and _____ for any losses or expenses should any such claim, lien, or right to a lien be asserted (by the undersigned or by any laborer, materialman or subcontractor of the undersigned), including, without implied limitation, attorneys' fees incurred in the defense thereof.

In addition, for and in consideration of the amounts and sums received, the undersigned hereby waives, releases and relinquishes any and all claims, rights or causes of action whatsoever arising out of or in the course of the work performed on the above-mentioned project, contract or event.

Signed and delivered this _____ day of _____, 20____.

_____
Individual or Corporation Name

By: _____

Title _____

On the _____ day of _____ in the year 20____ before me the undersigned, a Notary Public in and for said state, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledge to me that se executed the same in her capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

_____
Notary Public

My Commission Expires:

Residence County: _____

DC-105i (09/08)

NEW YORK STATE URBAN DEVELOPMENT CORPORATION
d/b/a EMPIRE STATE DEVELOPMENT CORPORATION
Design and Construction Department

Project _____ General Contractor's Requisition No._____

Contract No._____

General Contractor _____ Owner _____

SUBCONTRACTOR'S RECEIPT AND WAIVER OF LIEN

_____ ("Subcontractor"), in connection with the construction of a project of the New York State Urban Development Corporation d/b/a Empire State Development ("ESD") known as ____, (the "Project") and the payment to the General Contractor of certain sums requisitioned by the General Contractor pursuant to the General Contractor's Request for Payment No. _____dated _____,_20___, (the "Requisition") for work performed or materials supplied for the Project to the date of the requisition, for the benefit of _____, DOES HEREBY CERTIFY AND ACKNOWLEDGE that it has received all sums due and owing to it in accordance with its agreement with the General Contractor with respect thereto, other than sums, if any, withheld by the General Contractor in accordance with such agreement and approved by the Owner and ESD, for work performed or materials supplied for the Project to the date of _____ in the amount of _____ ($_____) DOES HEREBY FOREVER RELEASE AND WAIVE for itself, its successor and assigns any and all rights, claims and demands it has or may have against the owner and ESD, including any and all rights which it has or may have pursuant to the New York Lien Law to file any lien or notice of lien against the Project or any property of the Owner on account of or deriving from labor performed or materials furnished for the Project to the date of the previously submitted requisition.

IN WITNESS WHEREOF, Subcontractor has caused this Certificate to be duly executed and the seal of Subcontractor to be affixed as of the date of the Requisition by the undersigned duly authorized officer.

Name of
Sub-Contractor
Signed By: _____ Title: _____ Date:_____

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

On this _____ day of _____, 20____, before me the subscriber personally appeared _____ to me personally know, who being by me duly sworn, did depose and say that he resides at _____thatheis _____ of _____ the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is said corporate seal; that the seal was so affixed by order of the Board of Directors of said corporation; and that he signed his name thereto by like order.

Notary Public – County of:
My Commission expires:

DC-105h (09/08)

NEW YORK STATE URBAN DEVELOPMENT CORPORATION
d/b/a EMPIRE STATE DEVELOPMENT CORPORATION
Design and Construction Department

Project _____

General Contractor's Requisition No._____

Contract No._____

General Contractor _____

Owner _____

CONTRACTOR'S RECEIPT AND WAIVER OF LIEN

_____ Corporation (Contractor), in connection with the construction of a project of the New York State Urban Development Corporation d/b/a Empire State Development ("ESD") known as _____, (the "Project") and the payment to _____ ("Contractor") of certain sums requisitioned by the Contractor pursuant to its Request for Payment No. _____dated _____, 20____, (the "Requisition") for work performed or materials supplied for the Project to the date of the Requisition, for the benefit of _____, DOES HEREBY CERTIFY AND ACKNOWLEDGE that it has received all sums due and owing to it in accordance with its agreement with the Owner with respect thereto, other than sums, if any, withheld by the Owner in accordance with such agreement and approved by the Owner and ESD, for work performed or materials supplied for the Project to the date of _____ in the amount of ____ _____ ($_____) and DOES HEREBY FOREVER RELEASE AND WAIVE for itself, its successor and assigns any and all rights, claims and demands it has or may have against the Owner and ESD, including any and all rights which it has or may have pursuant to the New York Lien Law to file any lien or notice of lien against the Project or any property of the Owner on account of or deriving from labor performed or materials furnished for the Project to the date of the previously submitted requisition.

IN WITNESS WHEREOF, the contractor has caused this Certificate to be duly executed and the seal of the contractor to be affixed as of the date of the Requisition by the undersigned duly authorized officer.

Corporation:

Signed By: _____ Title: _____ Date:

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

On this _____ day of _____, 20_____, before me, the subscriber personally appeared _____ to me personally know, who being by me duly sworn, did depose and say that he resides at _____ thatheis _____ of _____ the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is said corporate seal; that the seal was so affixed by order of the Board of Directors of said corporation; and that he signed his name thereto by like order.

Notary Public – County of:
My Commission expires:

NEW YORK STATE URBAN DEVELOPMENT CORPORATION
d/b/a EMPIRE STATE DEVELOPMENT CORPORATION
Design and Construction Department

CONTRACTOR'S AFFIDAVIT

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

_____, being first duly sworn, deposes and says:

1. That I reside at _____.

2. That I am _____,
(Corporate Office)

   a corporation organized and existing under the laws of the State of New York, having its principal offices at _____.

3. That the *CONTRACTOR* is the General Contractor of and the _____.
(Project)

   Pursuant to a Construction Contract dated the _____ day of _____, 20_____ between the *CONTRACTOR* and the _____.
(Owner)

4. That the *CONTRACTOR* has received all payments due it under the aforesaid Construction Agreement as of the date of the immediately preceding requisition, for which it was paid.

5. That to the best of my knowledge and belief, after diligent review of the appropriate documents and records, the *CONTRACTOR* has to the date hereof performed all its obligations under the aforesaid Construction Agreement and has paid all just and lawful bills and claims against it in accordance with its contractual obligation with subcontractors and material men who have heretofore performed work and labor or furnished materials and equipment in connection with the aforesaid Construction Agreement.

6. That annexed hereto is a list of all subcontractors and material men who have heretofore performed work and labor or furnished materials and equipment in connection with said Construction Agreement. If none, state "None" _____.

_____
(Signature of Officer)

Sworn to before me this _____ day of _____, 20_____.

_____.
(Notary Public)

DC-105c (09/08)

NEW YORK STATE URBAN DEVELOPMENT CORPORATION
D/B/A EMPIRE STATE DEVELOPMENT CORPORATION
UNCONDITIONAL WAIVER AND RELEASE

The undersigned (the "Architect") has been paid and has received full payment for all services furnished by Architect and/or employees or others acting for Architect or claiming by, through or under Architect through

_____ to _____
(Date)

on the job of _____
(Owner)

located at _____
(Job Description)

Architect represents and warrants that Architect and all persons and entities acting for or claiming by, through or under Architect have fully performed and furnished all services to have been performed or furnished by Architect and/or any such other person and that there is not now due or owing any amount of money or wages to any party or entity in connection with this job or any part thereof. The Architect does hereby release for itself and any party or entity action for Architect or claiming by, through or under Architect, from any mechanic's liens, stop notice, bond right or claim of any nature whatsoever that the undersigned or any such other party has or may have with respect to the above referenced job.

The Architect further agrees to reimburse and does hold harmless and fully indemnify ESDC its successors and assigns for any losses or expenses should any such claim, lien, or right to a lien be asserted by the Architect or by any person or entity acting for or claiming by, through or under the Architect, including, without implied limitation, attorney's fees incurred in the defense thereof.

In addition, for and in consideration of the amounts and sums received, the undersigned hereby waives, releases and relinquishes any and all claims, rights or causes of action whatsoever arising out of or in the course of the work performed on the above-mentioned project, contract or event.

Date: _____

_____
(Signature)

SEAL

_____
(Company Name)

NEW YORK STATE URBAN DEVELOPMENT CORPORATION
D/B/A EMPIRE STATE DEVELOPMENT CORPORATION
UNCONDITIONAL WAIVER AND RELEASE

The undersigned (the "Construction Manager") has been paid and has received full payment for all labor, services, equipment or material furnished by Construction Manager and/or subcontractors, suppliers, materialmen, laborers, employees or others acting for Construction Manager or claiming by, through or under Construction Manager through

_____ to _____
(Date)

on the job of _____
(Owner)

located at _____
(Job Description)

Construction Manager represents and warrants that Construction Manager and all persons and entities acting for or claiming by, through or under Construction Manager have fully performed and furnished all labor, services, equipment or material to have been performed or furnished by Construction Manager and/or any such other person and that there is not now due or owing any amount of money or wages to any party or entity in connection with this job or any part thereof. The Construction Manager does hereby release for itself and any party or entity action for Construction Manager or claiming by, through or under Construction Manager, from any mechanic's liens, stop notice, bond right or claim of any nature whatsoever that the undersigned or any such other party has or may have with respect to the above referenced job.

The Construction Manager further agrees to reimburse and does hold harmless and fully indemnify ESDC its successors and assigns for any losses or expenses should any such claim, lien, or right to a lien be asserted by the Construction Manager or by any person or entity acting for or claiming by, through or under the Construction Manager, including, without implied limitation, attorney's fees incurred in the defense thereof.

In addition, for and in consideration of the amounts and sums received, the undersigned hereby waives, releases and relinquishes any and all claims, rights or causes of action whatsoever arising out of or in the course of the work performed on the above-mentioned project, contract or event.

Date: _____

_____
(Signature)

NOTORIZED

_____
(Company Name)

NEW YORK STATE URBAN DEVELOPMENT CORPORATION
D/B/A EMPIRE STATE DEVELOPMENT CORPORATION
UNCONDITIONAL WAIVER AND RELEASE

The undersigned (the "Engineer") has been paid and has received full payment for all services furnished by Engineer and/or employees or others acting for Engineer or claiming by, through or under Engineer through

_____ to _____
(Date)

on the job of _____
(Owner)

located at _____
(Job Description)

Engineer represents and warrants that Engineer and all persons and entities acting for or claiming by, through or under Engineer have fully performed and furnished all services to have been performed or furnished by Engineer and/or any such other person and that there is not now due or owing any amount of money or wages to any party or entity in connection with this job or any part thereof. The Engineer does hereby release for itself and any party or entity action for Engineer or claiming by, through or under Engineer, from any mechanic's liens, stop notice, bond right or claim of any nature whatsoever that the undersigned or any such other party has or may have with respect to the above referenced job.

The Engineer further agrees to reimburse and does hold harmless and fully indemnify ESDC its successors and assigns for any losses or expenses should any such claim, lien, or right to a lien be asserted by the Engineer or by any person or entity acting for or claiming by, through or under the Engineer, including, without implied limitation, attorney's fees incurred in the defense thereof.

In addition, for and in consideration of the amounts and sums received, the undersigned hereby waives, releases and relinquishes any and all claims, rights or causes of action whatsoever arising out of or in the course of the work performed on the above-mentioned project, contract or event.

Date: _____

_____
(Signature)

SEAL

_____
(Company Name)

NEW YORK STATE URBAN DEVELOPMENT CORPORATION
D/B/A EMPIRE STATE DEVELOPMENT CORPORATION
UNCONDITIONAL WAIVER AND RELEASE

The undersigned (the "General Contractor") has been paid and has received full payment for all services furnished by General Contractor and/or employees or others acting for General Contractor or claiming by, through or under General Contractor through

_____ to _____
(Date)

on the job of _____
(Owner)

located at _____
(Job Description)

General Contractor represents and warrants that General Contractor and all persons and entities acting for or claiming by, through or under General Contractor have fully performed and furnished all services to have been performed or furnished by General Contractor and/or any such other person and that there is not now due or owing any amount of money or wages to any party or entity in connection with this job or any part thereof. The General Contractor does hereby release for itself and any party or entity action for General Contractor or claiming by, through or under General Contractor, from any mechanic's liens, stop notice, bond right or claim of any nature whatsoever that the undersigned or any such other party has or may have with respect to the above referenced job.

The General Contractor further agrees to reimburse and does hold harmless and fully indemnify ESDC its successors and assigns for any losses or expenses should any such claim, lien, or right to a lien be asserted by the General Contractor or by any person or entity acting for or claiming by, through or under the General Contractor, including, without implied limitation, attorney's fees incurred in the defense thereof.

In addition, for and in consideration of the amounts and sums received, the undersigned hereby waives, releases and relinquishes any and all claims, rights or causes of action whatsoever arising out of or in the course of the work performed on the above-mentioned project, contract or event.

Date: _____

_____
(Signature)

NOTARIZED

_____
(Company Name)

CONSULTANT'S CODE CERTIFICATION LETTER

Attachment A

The following Certification Letter shall be included in the initial report submitted to ESDC for approval.

DATE

Empire State Development
633 Third Avenue
New York, NY 10017-6754

Attention: Mr. Ed Decatrel, AIA
Vice President
Design and Construction

Re: Consultant's Code Certification of Architect (Engineer)
(Insert Location and Name of Project)

Gentlemen:

The undersigned, a principal of the firm of _____, duly qualified and registered to practice architecture/engineering in the State of New York, in connection with the _____ project, does hereby certify that final plans and specifications will be designed to conform with the (insert name of applicable building code) and applicable municipal regulations.

IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of _____, 20___.

SIGNATURE

ARCHITECT'S (OR ENGINEER'S)NAME SEAL

CONTRACTOR'S CERTIFICATION OF COMPLETED CONSTRUCTION

Attachment B

The following Certification shall be submitted to ESDC at completion of construction on Contractor's letterhead.

DATE

Empire State Development
633 Third Avenue
New York, NY 10017-6754

Attention: Mr. Ed Decatrel, AIA
Vice President
Design and Construction

Re: Contractor's Certification of Completed Construction
(Insert Location and Name of Project)

Gentlemen:

The undersigned, an officer of _____ (firm name), in connection with the _____ project, does hereby certify that construction of all work required by the construction agreement has been completed in accordance with final construction documents, the (insert name of applicable building code) and applicable municipal regulations.

IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of _____, 20___.

_____
Notary Public

SIGNATURE

OFFICER'S NAME & TITLE

CONSULTANT'S CERTIFICATION OF COMPLETED CONSTRUCTION

Attachment C

The following Certification shall be submitted to ESDC at completion of construction on Consultant's letterhead.

DATE

Empire State Development
633 Third Avenue
New York, NY 10017-6754

Attention: Mr. Ed Decatrel, AIA
Vice President
Design and Construction

Re: Consultant's Certification of Completed Construction
(Insert Location and Name of Project)

Gentlemen:

The undersigned, a principal of the firm of _____ duly qualified and registered to practice architecture/engineering in the State of New York, in connection with the (insert location and name of project) project, does hereby certify that to the best of our knowledge construction of work required by the contract has been completed in accordance with the drawings approved by the (insert name of approving agency) and requirements of the (insert name of applicable building code).

IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of _____, 20___.

SIGNATURE

ARCHITECT'S (OR ENGINEER'S) NAME SEAL

EXHIBIT I: SPECIAL PROVISIONS

(Revised August 3, 2010)

In the event of any conflict between Exhibit A of this Agreement and any other provisions of this Agreement, the terms of such other provisions shall govern.

The following sections of the Terms and Conditions of this Agreement are waived: Section 2; Section 3(e); the reference to "Exhibit H" in Section 4(a); Section 4(c); Section 7(i); and Section 8(a)(iv)."

It is noted that Expiration Date of the Grant Disbursement Agreement has been extended to:
March 31, 2011

It is noted that the following section has been added to Exhibit A:

Design & Construction:

Design & Construction staff will review project plans, scope, budget and schedule. D&C will visit the site at its option, review requisitions and recommend payment when its requirements have been met.

Res No. 5

August 12, 2010

To: The Honorable Mayor and City Council

From: Mary M. Corriveau, City Manager

Subject: Approving Change Order No. 1 to Agreement,
CCI Companies, Inc., Breen Avenue

On April 19, 2010, the City Council accepted a bid submitted by CCI Companies, Inc. of Canastota, New York, for reconstruction of Breen Avenue in the amount of $894,765.50.

City Engineer Kurt W. Hauk has submitted Change Order No. 1 to this contract in the amount of $76,658.76. His attached report provides a detailed breakdown of the additional work performed on this project. The majority of the costs, $67,860 are associated with the unforeseen need to replace the sewer laterals in the 200 block of Breen Avenue due to their age and condition. This brings the new contract amount to $971,424.26.

A resolution approving Change Order No. 1 to the contract with CCI Companies, Inc. for the reconstruction of Breen Avenue has been prepared for City Council consideration.

Resolution No. 5 August 16, 2010

RESOLUTION

Approving Change Order No. 1 to Agreement, CCI Companies, Inc., Breen Avenue

	YEA	NAY
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 ……..		

Introduced by

_____

WHEREAS on April 19, 2010, the City Council of the City of Watertown approved a bid submitted by CCI Companies, Inc., of Canastota, New York, in the amount of $894,765.50 for the reconstruction of Breen Avenue, and

WHEREAS City Engineer Kurt W. Hauk has submitted the Change Order No. 1 to that contract for consideration by the City Council, and

WHEREAS this change order results in an additional charge of $76,658.76, bringing the contract amount to $971,424.26,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown approves Change Order No. 1 to the contract with CCI Companies, Inc., in for the reconstruction of Breen Avenue, the amount of $76,658.76, a copy of which is attached and made of part of this resolution, and

BE IT FURTHER RESOLVED that City Manager Mary M. Corriveau is hereby authorized and directed to execute the Change Order documents on behalf of the City of Watertown.

Seconded by

1869

CITY OF WATERTOWN
ENGINEERING DEPARTMENT
MEMORANDUM

OFFICE OF CITY MANAGER
AUG 11 2010
WATERTOWN, NEW YORK

DATE: August 10, 2010

TO: Mary Corriveau, City Manager

FROM: Kurt W. Hauk, City Engineer KWH

SUBJECT: Breen Avenue Street Reconstruction Change Order #1

Enclosed is Change Order #1 for the Breen Avenue Street Reconstruction Project. The project was bid on 9 March, 2010, and the bid from CCI Companies Inc, Canastota NY, for $894,765.50 was approved by the City Council on 19 April, 2010.

Enclosed is a copy of Change Order #1 which increases the contract amount by $76,658.76 to the new contract amount of $971,424.26. The breakdown of the Change Order is as follows:

1. $698.76 for additional water work as requested by the water department representatives in the field. This amount was for work not covered by a unit price in the contract.

2. $3,500 for additional traffic control items as part of the NYSDOT Permit for work in the ROW of Arsenal Street.

3. $3,100 for labor and equipment to saw cut 3580 LF of concrete slab located in the road bed.

4. $1,500 for the cost to furnish and install an additional drainage structure on the 200 Block, (4' x 4' x 4')

5. $67,860 is the cost to replace 16 sanitary laterals on the 200 block of Breen Avenue to City Margin. There was little sanitary work scheduled for the 200 Block in the contract scope due to the installation of a sanitary main in 1973 as part of a sewer separation project. During excavation operations it was discovered that only the portion of the services that were replaced were the exposed sections in the excavated trench at that time of the separation project. The remaining portions of the services are original and due to their age and condition were required to be replaced to the margin.

Please prepare a Resolution for City Council review and approval. The original copies are in the Engineering office and will be forwarded for your signature after the Resolution has been approved.

cc: Jim Mills, City Comptroller
File

CCI COMPANIES, INC.
PO BOX 186
CANASTOTA, NY 13032
(315) 697-2547

Change Order No. 1

Date of Issuance: July 23, 2010 Effective Date: August 2, 2010

Project: Breen Ave. Reconstruction	Owner: City of Watertown, NY	Owner's Contract No.:
Contract: Breen Avenue Reconstruction		Date of Contract: May 26, 2010
Contractor: C.C.I., Inc., Canastota, NY		Engineer's Project No.:

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

Description: New sewer laterals on the 200 Block of Breen. Traffic control as specified by NYSDOT for working in Arsenal St. Saw cutting existing concrete road base. Addition water main piping to extend up to the project limits on Eddy St. Replace Storm sewer manhole STS-3 with 4x4 box shaped structure.

Attachments: (List documents supporting change):

RECEIVED JUL 27 2010 WATERTOWN, NEW YORK

CHANGE IN CONTRACT PRICE:

Original Contract Price:

$ 894,765.50

[Increase] [Decrease] from previously approved Change Orders No.____ to No.____:

$ 0

Contract Price prior to this Change Order:

$ 894,765.50

[Increase] of this Change Order:

~~$ 76,158.70~~ 76,658.76

Contract Price incorporating this Change Order:

$ 971,424.26

CHANGE IN CONTRACT TIMES:

Original Contract Times: ☐ Working days ☒ Calendar days
Substantial completion (days or date): 120
Ready for final payment (days or date):

[Increase] [Decrease] from previously approved Change Orders No.____ to No.____:
Substantial completion (days): N/A
Ready for final payment (days):

Contract Times prior to this Change Order:
Substantial completion (days or date): 120
Ready for final payment (days or date):

[Increase] [Decrease] of this Change Order:
Substantial completion (days or date): 15
Ready for final payment (days or date):

Contract Times with all approved Change Orders:
Substantial completion (days or date): 135
Ready for final payment (days or date):

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: ____ Engineer (Authorized Signature)	By: ____ Owner (Authorized Signature)	By: ____ Contractor (Authorized Signature)
Date:	Date:	Date: 7/26/10

Approved by Funding Agency (if applicable): ____ Date:

Hauk, Kurt

From: Maurer, Thomas M
Sent: Tuesday, July 20, 2010 8:22 AM
To: Hauk, Kurt
Subject: FW: new price

-----Original Message-----
From: Marcus Moser [mailto:mmoser@ccicompanies.com]
Sent: Monday, July 19, 2010 3:59 PM
To: TMaurer@watertown-ny.gov
Subject: new price

Tom,
These new prices based off the assumptions that there are 3 short side laterals and 13 long side laterals. We have priced the long side laterals at $4620.00 each. The short side we priced at $2600.00 each. The total for all 16 laterals will be $67,860.00 for Breen Ave. Please call with any more questions or concerns.

Thanks

Marcus Moser
CCI Companies Inc.
(315)697-2547
mmoser@ccicompanies.con

Susan Case

From: Marcus Moser
Sent: Wednesday, July 21, 2010 11:48 AM
To: Susan Case
Subject: FW: cost for sawcutting existing concrete

From: Marcus Moser
Sent: Wednesday, July 14, 2010 4:20 PM
To: TMaurer@watertown-ny.gov
Subject: cost for sawcutting existing concrete

Tom,

Cost for saw cutting 3580 ft of existing concrete pavement based on actual labor and equipment costs- $3100.00. ($0.866/ft)

Thanks,

Marcus Moser
CCI Companies Inc.
(315)697-2547
mmoser@ccicompanies.con

Susan Case

From: Marcus Moser
Sent: Wednesday, July 21, 2010 11:47 AM
To: Susan Case
Subject: FW: additonal cost for NYSDOT requirments

From: Marcus Moser
Sent: Wednesday, July 14, 2010 4:22 PM
To: TMaurer@watertown-ny.gov
Subject: additonal cost for NYSDOT requirments

Tom,

Additional cost for set-up, removing NYSDOT required traffic control devices on Arsenal St. – $3,500.00. (This price includes no night work)

Marcus Moser
CCI Companies Inc.
(315)697-2547
mmoser@ccicompanies.con

Jefferson Concrete Corp.

"Get the Pre-cast Advantage"
22850 Murrock Circle
Watertown, NY 13601
(315) 788 - 4171
FAX (315) 788-7958

Date: July 22, 2010
To: CCI
Attn: Marcus
RE: STS - # 3 Change Order Quote

Jefferson Concrete Corp. quotes the following prices on materials included for the above referenced project: All quantities are estimated only.

QUAN.	DESCRIPTION	PRICE
	4' x 4' x 4' ID Drainage Structure (STS - # 3)	
1 Each	48" x 48" ID Base 6" thick – non extended base	$200.00 Each
4 VF	48" x 48" ID Riser with 6" Walls	$200.00 / VF
1 Each	48" x 48" x 8" ID Flat Slab Cover	$250.00 Each
Exclusions:	**Coatings, Boots**	

$ 1250

Note: All above structures are set by contractor.

Above quoted prices are FOB jobsite. Terms are net 30 days on approved accounts. If Project is Tax Exempt, please provide certification to our office when ordering project. Quote is valid for 30 days. Jefferson Concrete is not responsible for errors in take off. Material quantities, accessories or appurtenances that have been omitted from above may require additional charges. Final pricing is subject to approval at time of order.

Sincerely,

Casey Dickinson

1250.00
+ 20% O.&P. 250.00
$1500.00

Res No. 6

August 12, 2010

To: The Honorable Mayor and City Council

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

Subject: Accepting the Bid from Con Tech Building Systems, Inc. for the Construction of Franklin Street Sidewalk Improvements

On July 20, 2009, the City Council authorized a request to amend the City's 2007 Community Development Block Grant to include the reconstruction of sidewalks on Franklin Street. The request was approved by the Office of Community Renewal.

The bid opening for the project was on Tuesday, August 10, 2010 at 11:00 a.m. Plan sets were issued to nine (9) potential bidders with one (1) bid being submitted. The sole bid was submitted by Con Tech Building Systems, Inc., 4524 State Highway 58, Gourverneur, New York, in the amount of $140,085.66.

Robert J. Cleaver, Purchasing Agent, and Kurt W. Hauk, City Engineer, have reviewed the bid and are recommending its acceptance. The pre-bid estimate for the project was $137,472.12.

The 2007 Community Development Block Grant has enough money to cover the cost. A budget amendment request will be necessary because this particular line item only has $116,000. The needed money will be shifted from the Microenterprise Commercial Loans line. This has been discussed with the Office of Community Renewal, and they are expecting the request. We plan to have the resolution for the budget amendment request ready for the City Council's September 7, 2010 meeting after we account for all of the known costs associated with the project.

The resolution prepared for City Council consideration accepts the bid and authorizes the Mayor to execute a project agreement with Con Tech Building Systems, Inc.

Resolution No. 6 August 16, 2010

RESOLUTION

Accepting the Bid From Con Tech Building Systems, Inc. for the Construction of Franklin Street Sidewalk Improvements

	YEA	NAY
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 ……..		

Introduced by

_____

WHEREAS the City Purchasing Department has advertised and received sealed bids for the Franklin Street Sidewalk Improvement Project, and

WHEREAS invitations to bid were issued to nine (9) prospective bidders, and

WHEREAS one (1) sealed bid was submitted and publicly opened and read in the City Purchasing Department on Tuesday, August 10, 2010 at 11:00 a.m., and

WHEREAS City Purchasing Agent Robert J. Cleaver and City Engineer Kurt W. Hauk have reviewed the bid and are recommending that the City accept the bid submitted by Con Tech Building Systems, Inc. of Gouverneur, New York, in the amount of $140,085.66 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, accepts the bid submitted by Con Tech Building Systems, Inc. of Gouverneur, New York, in the amount of $140,085.66 for the construction of the Franklin Street Sidewalk Improvement Project, and

BE IT FURTHER RESOLVED that the Mayor, Jeffrey E. Graham, is hereby authorized to enter into and execute a Project Agreement with Con Tech Building Systems, Inc. for the project.

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

August 11, 2010

OFFICE OF CITY MANAGER
AUG 11 2010
WATERTOWN, NEW YORK

To: Mary Corriveau

From: Robert J. Cleaver

Subject: Franklin Street Sidewalk Improvements Bid

The City's Purchasing Department advertised in the Watertown Daily Times, on Tuesday, July 20, 2010 calling for sealed bids for the reconstruction of the Franklin Street Sidewalks per City's bid specifications. The Dodge Reports, NNY and Syracuse Builders Exchanges were also notified of the pending bid.

Plan sets were issued to 9 potential bidders with 1 bid submitted to the Purchasing Department where it was publicly opened and read on Tuesday, August 10, 2010 at 11:00 am local time. Result of the sole bid is as follows:

1) CON TECH Building Systems, Inc. $ 140,085.66
4524 State Highway 58
Gouverneur, NY 13642

I have reviewed the sole bid with City Engineer, Kurt Hauk, and it is my recommendation that we accept CON TECH's bid in the amount of $140, 085.

If you have any questions regarding this recommendation please contact me at your convenience.

Robert J Cleaver

cc: Kurt Hauk, City Engineer
Jim Mills, Comptroller
File

Res No. 7

August 12, 2010

To: The Honorable Mayor and City Council

From: Mary M. Corriveau, City Manager

Subject: Geothermal Professional Services Agreement,
Sack and Associates PLLC

The FY 2009-2010 and 2010-2011 Capital Budget's contain a project to replace the aging chiller and tower in City Hall. The two air conditioning chillers, one that was installed in the early 1960s and a replacement that was installed in the mid 1980s, are in dire need of replacement. Staff's initial thought was to replace this equipment with newer more energy efficient models. At the same time, we have been looking at the continuing need to replace heat pumps at the Library.

Earlier this year, City Engineer Kurt Hauk, Superintendent of Public Works Eugene Hayes, Purchasing Agent Robert Cleaver, Code Enforcement Officer Shawn McWayne and I had an opportunity to visit Indian River Central School and meet with their staff and Engineer and do a walkthrough of their geothermal HVAC system.

After visiting this facility and in keeping with the City Council's desire to look at alternative energy opportunities, we took a step back and formulated a Request for Proposal to evaluate City facilities to determine the feasibility of using geothermal energy systems. The facilities that will be considered are City Hall, Flower Memorial Library, Municipal Ice Arena, Water Treatment Plant and Sewage Treatment Plant.

The City Engineering Department issued the RFP to ten firms, with four proposals received and considered. City Engineer Kurt Hauk is recommending that the City Council approve the attached Professional Services Agreement with Sack and Associates PLLC to evaluate City facilities to determine feasibility of using geothermal energy systems at each building. The cost associated with this work is for a not to exceed amount of $38,000.

The evaluation by Sack and Associates will provide the City with an assessment on replacing the existing HVAC system with a conventional system versus a geothermal system at each building, along with estimated construction costs and required upgrades associated with each alternative.

A resolution for Council consideration is attached.

Resolution No. 7 August 16, 2010

RESOLUTION

Approving Geothermal Professional Services Agreement, Sack and Associates PLLC

	YEA	NAY
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 ……..		

Introduced by

_____

WHEREAS the City Council of the City of Watertown desires to investigate the use of geothermal systems for use in City facilities versus conventional upgrades necessary, and

WHEREAS the City of Watertown Engineering Department issued an RFP to ten firms and received five responses, after reviewing the responses, City Engineer Kurt Hauk is recommending that the City enter into an Agreement for Professional Services with Sack and Associates PLLC for an evaluation of feasibility,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby approves the Geothermal Professional Services Agreement between the City of Watertown, New York and Sack and Associates PLLC, for a not to exceed amount of $38,000, a copy of which is attached and made a part of this resolution, and

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

Seconded by

SACK & ASSOCIATES
CONSULTING ENGINEERS, PLLC

AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT made as of August 9, 2010, between The City of Watertown (OWNER) and Sack & Associates Consulting Engineers, PLLC, (ENGINEER).

OWNER and ENGINEER in consideration of their mutual covenants herein agree in respect of the performance of professional engineering services by ENGINEER and the payment for those services by OWNER as set forth below.

ENGINEER shall provide professional engineering services for OWNER in all phases of the Project to which this Agreement applies, serve as OWNER's professional engineering representative for the Project as set forth below and shall give professional engineering consultation and advice to OWNER during the performance of services hereunder.

1.1 General.

1.1.1. ENGINEER shall perform professional services as hereinafter stated which include customary mechanical and electrical engineering services and customary architectural services incidental thereto.

1.2 Study and Report Phase.

After written authorization to proceed, ENGINEER shall:

1.2.1. Consult with OWNER to clarify and define OWNER's requirements for the Project and review available data.

1.2.2. Advise OWNER as to the necessity of OWNER's providing or obtaining from others data or services of the types described in paragraph 1.3 and act as OWNER's representative in connection with any such services.

1.2.3. Provide analyses of Owner's needs, mechanical and electrical system surveys, site evaluations and comparative studies of prospective systems and solutions.

1.2.4. Provide a general economic analysis of OWNER's requirements applicable to various alternatives.

1.2.5. Prepare a Report containing schematic layouts, sketches, and conceptual design criteria with appropriate exhibits to indicate clearly the considerations involved and the alternative solutions available to OWNER and setting forth ENGINEER's findings and recommendations with opinions of probable costs for the Project, including Construction Cost, contingencies, allowances for charges of all professionals and consultants (all of which are hereinafter called "Project Costs").

1.2.6. Furnish five bound copies of the Report and present and review it in person with OWNER.

The duties and responsibilities of ENGINEER during the Study and Report Phase are amended and supplemented as indicated in Exhibit A "Scope of Work" (copy attached).

1.3 OWNER'S Responsibilities

1.3.1. OWNER shall furnish the following to the ENGINEER, as required for performance of ENGINEER's Basic Services (except to the extent provided otherwise in Exhibit A "Scope of Work"):

1.3.1.1. Geothermal test borings (as arranged by ENGINEER)
1.3.1.2. Laboratory tests and inspections of piping or similar samples (as arranged by ENGINEER)
1.3.1.3. Property, boundary, easement, right-of-way, topographic and utility surveys
1.3.1.4. Property descriptions
1.3.1.5. Zoning, deed, and other land use restriction
1.3.1.6. Other special data or consultations not covered

1.4 Payments to ENGINEER

1.4.1. Basic Services. OWNER shall pay ENGINEER for The Project based on hours expended performing work. This amount shall be based on rates for Principal and employees in accordance with Exhibit B, "Standard Rate Schedule A-2010 for Professional Services" (copy attached). Sub-consultants' costs shall be included based on their hourly rates as scheduled times hours worked. Not withstanding the total hours expended, the maximum amount paid for The Project, with the exclusion of reimbursable expenses, shall not exceed **THIRTY EIGHT THOUSAND DOLLARS ($38,000).**

1.4.2. Additional Services. OWNER shall pay ENGINEER for additional services not described as being part of The Project. This amount shall be based on rates for principal and employees in accordance with Exhibit B, "Standard Rate Schedule A - 2010 for Professional Services."

1.4.3. Reimbursable Expenses. In addition to payments provided for in Paragraphs 1.4.1 and 1.4.2, OWNER shall pay ENGINEER for actual costs of all reimbursable expenses incurred in connection with The Project. Expenses for traveling and printing, etc., shall be reimbursed at cost times a multiplier of 1.0. Expenses for hired testing agencies shall be reimbursed at cost times a multiplier of 1.1.

ENGINEER	**OWNER**
Name_____	Name_____
Title:_____	Title:_____
Date:_____	Date:_____

/kl
8/5/10
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SACK & ASSOCIATES
CONSULTING ENGINEERS
721 E. Genesee Street, Syracuse, NY 13210
Tel: 315-471-4013 Fax 315-471-4044
www.sack.pro

SCOPE OF WORK
GEOTHERMAL ENERGY FEASIBILITY STUDY
7 JUNE 2010

I. Project Description:

The Geothermal Energy Feasibility Study entails the evaluation of several City-owned buildings for replacement HVAC systems and the potential application of geothermal energy systems. City Hall, Flower Memorial Library, Municipal Ice Arena, Water & Sewage Treatment Plants shall be included as part of this study. The Feasibility Study may also lead to a request for design services of some or all of these replacement facilities.

II. Detailed Project Scope:

1. Complete evaluation of each building's existing HVAC system, pipe & duct work, and building characteristics.

2. Develop an annual energy model for each building and determine annual operating costs.

3. Provide a detailed report for the feasibility of using a geothermal energy system at each building. Also provide a detailed cost breakdown that incorporates the existing annual operating expenses, the City's contracted electricity rates with National Grid, and the gas usage costs. Determine estimated construction costs and required upgrades associated with each site.

4. Provide an assessment on replacing the existing HVAC system with a conventional system versus a geothermal system at each building. Determine estimated construction costs and required upgrades associated with each alternative.

5. Provide an Executive Summary on the findings of the study.

III. Engineering Requirements:

1. The required engineering work will consist of six phases.

a. Phase I will commence with a Project Kickoff Meeting that will finalize schedule, deliverables, flow of information, and principal players. Staff hours will be broken out and tracked by funding share (sewer, water, library, general) to capture each portion. Work may begin after the agreement is approved by the City Council.

b. Phase II consists of taking an inventory of the existing system at each building.

c. Phase III will evaluate each building system for conventional replacement.

d. Phase IV will evaluate each building system for geothermal feasibility. For each building deemed feasible, conduct a Thermal Test Bore and Thermal Conductivity Test in accordance with ASHRAE Standards.

e. Phase V consists of an economic comparison between Phases II & III for each building. This shall include a detailed breakdown of the costs and projected savings (if applicable).

f. Phase VI will provide a recommendation for a replacement system at each building. The report shall be broken down into separate sections (Phases II – V) for each building.

2. Proposed timeline and required delivery date:

a. Draft Report and Recommendation: 8 October 10

b. Final Report and Recommendation: 29 October 10

IV. Detailed Design:

The City may request detailed design for the systems analyzed as part of this study in a separately negotiated professional services agreement. However, this makes no assurance that any or all of these facilities will be considered for detailed design.

SACK & ASSOCIATES
CONSULTING ENGINEERS, PLLC

STANDARD RATE SCHEDULE A-2010
FOR PROFESSIONAL SERVICES

Title	Hourly Rates
Principal	$172.00
Manager: Project Engineer	$136.00
Manager: Engineer	$121.00
Engineer, Senior	$115.00
Associate Engineer, Senior	$105.00
Engineer	$99.00
Associate Engineer	$94.00
Designer, Senior	$84.00
Engineer, Intern	$84.00
Designer	$79.00
Manager, Administration	$74.00
Drafter, Senior	$69.00
Administrative Assistant, Senior	$69.00
Administrative Assistant	$52.00
Drafter	$52.00

REIMBURSABLE EXPENSES

The following items are not included in the fee for professional services and will be invoiced at their corresponding cost with adjustment as stated in the proposal/agreement:

In-house Reproduction Services

Bond Plots or Copies	$0.10/sf
Contracted Reproduction Services	At cost
Photocopies	$0.08/page
Long-distance Phone Calls	At cost
Courier Service	At cost
Express Mail	At cost
Mileage	Current IRS Rate/Mile

3/30/10
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721 E. Genesee St., Syracuse, NY 13210-1505 • (315) 471-4013 Fax (315) 471-4044
Mechanical & Electrical Building Systems Design

1869

CITY OF WATERTOWN
ENGINEERING DEPARTMENT
MEMORANDUM

DATE: August 11, 2010

TO: Mary Corriveau, City Manager

FROM: Kurt W. Hauk, City Engineer KWH

SUBJECT: Geothermal Professional Services Agreement

Enclosed is a Professional Services Agreement for the evaluation of City facilities for the feasibility of using geothermal system versus a conventional system upgrade.

The facilities to be evaluated are: City Hall, Flower Memorial Library, Municipal Ice Arena, Water Treatment Plant and Sewage Treatment Plant.

The need and scope of this agreement was developed from the combination of two separate inquiries concerning City facilities. The first was the short term need to replace HVAC systems in City Hall and Flower Library. The second was the request from the City Council to look at City facilities in general for the feasibility of moving toward an alternate energy solution for HVAC needs. The result was this Request for Proposal and ensuing Professional Services Agreement.

Sack and Associates PLLC was chosen by a three person selection committee composed staff from the Engineering and Planning Departments. A total of five proposals were received and reviewed.

The enclosed agreement is for $38,000. The additional costs not covered would be test boring for each feasible site and laboratory testing. This is estimated to be $15,000 for each boring and would be charged to the appropriate fund (General, Library, Sewer, Water) when the work was performed. It would only be done for sites deemed feasible by the analysis.

The City Attorney has reviewed and provided comment on the agreement.

Please prepare a Resolution for City Council consideration. The original copies are in the Engineering Office and will be forwarded for your signature after the Resolution has been approved.

cc: Jim Mills, City Comptroller
File

Res No. 8 August 11, 2010

To: The Honorable Mayor and City Council

From: Mary M. Corriveau, City Manager

Subject: Approving the City of Watertown's Draft 2 of the City of Watertown's Combined Sewer Overflow Long Term Control Plan

The City owns and operates a Wastewater Treatment Plant in accordance with a New York State Pollution Discharge Elimination System (SPDES) permit issued by the NYS Department of Environmental Conservation (NYSDEC). On June 1, 2002, the City's SPDES permit was amended and language was added that requires the City to prepare a Long Term Combined Sewer Overflow (CSO) Control Plan (LTCP). This Plan is a description of the City's combined sewer system and also a description of the Black River, which is the receiving stream for all storm waters and treated sanitary wastewater flows for the City.

The United States Environmental Protection Agency has provided guidance to agencies regarding the development of the LTCP. This guidance emphasizes that the development of the LTCP should be a public process and that the LTCP development team members should represent all interests and agencies that have a stake in the program outcome.

In October 2002, the City Council made appointments to the City of Watertown Combined Sewer Overflow Long Term Control Plan Public Participation Committee. Since that time, the committee has met formally and developed the Public Participation Plan required under the regulations which traces the establishment of the Public Participation Committee and defines how the committee will operate.

In December 2003, the Public Participation Committee completed and the City Council approved the Characterization, Monitoring and Modeling Plan, which subsequently received approval by the NYSDEC. These preliminary reports were approved by NYSDEC in 2006. NYSDEC then tasked the City with completing its Long Term Control Plan and submitting that document for review by December 1, 2008.

The goal of the Long Term Control Plan is to determine what the City should be doing with our active CSOs. The Plan establishes the current characteristics of the Black River and the characteristics of the City's discharges into the river. Once the system characteristics were established, an evaluation was conducted to determine the need and the practicality of addressing the CSO discharges. This evaluation resulted in the development of alternatives and the selection and implementation of prudent CSO controls. On October 23, 2008, the Public Participation Committee reviewed the Long Term Control Plan and recommended moving forward with a presentation to the City Council and the scheduling of a Public Hearing to explain the Plan.

The City Council held a Public Hearing for Monday, November 17, 2008, at 7:00 p.m. in City Council Chambers to discuss the Final Report – Long Term Control Plan, Phase 1. At the conclusion of that meeting the City Council approved the submission of the Long Term Control Plan to the NYSDEC.

Since the submission to NYSDEC, the City has completed the modeling of all combined sewer basins that contain a combined sewer overflow (CSO) device, has completed one of the capital projects that had been proposed in the original submission, commenced construction of two others, and monitored the impacted basins for demonstration of the positive impact the completed project has had on the system. We have also had meetings with representatives from the NYSDEC to clarify changes that they wanted to see incorporated into Draft 2 of the City's LTCP. The second draft is now complete and ready for City Council review.

Chief Wastewater Treatment Plant Operator Michael J. Sligar is asking that the City Council review the attached LTCP* and adopt a resolution authorizing its submission to the NYSDEC. The City's deadline for submitting this Second Draft LTCP to the NYSDEC is September 1, 2010. Mr. Sligar will be in attendance at the City Council meeting to answer any questions the Council may have regarding this new Long Term Control Plan.

*This document has been scanned as part of the City Council agenda on the City's website, www.watertown-ny.gov

Resolution No. 8 August 16, 2010

	YEA	NAY
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 ……..		

Approving the City of Watertown's Combined Sewer Overflow Long Term Control Plan

Introduced by

_____

WHEREAS the City of Watertown owns and operates a Wastewater Treatment Plant, and

WHEREAS the City operates this facility under a New York State Pollution Discharge Elimination System (SPDES) permit, that was last amended on June 1, 2002, and

WHEREAS the June 1, 2002 amendment to the City's SPDES permit mandates the City prepare a Long Term Combined Sewer Overflow (CSO) Control Plan, (LTCP), and

WHEREAS the US Environmental Protection Agency has provided guidance that the development of the LTCP should be a public process and that the formation of a program team which represents all interests and agencies that have a stake in the program outcome, and

WHEREAS in October 2002 the City Council of the City of Watertown established the City of Watertown's Combined Sewer Overflow Long Term Control Plan Public Participation Committee, and

WHEREAS that Committee has met and prepared a Public Participation Plan that traces the steps surrounding the formation of the Public Participation Committee and which outlines how the Committee will function, and

WHEREAS the second step in developing a Long Term Comprehensive Combined Sewer Overflow Control Plan requires the City to develop a Characterization, Monitoring and Modeling Plan for submission to the New York State Department of Environmental Conservation for approval, and

WHEREAS in December 2003, the Public Participation Committee completed and the City Council approved the Characterization, Monitoring and Modeling Plan, submitted it to NYS DEC and in 2006, the report was approved, and

Approving the City of Watertown's Combined Sewer Overflow Long Term Control Plan

	YEA	NAY
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 ……..		

WHEREAS NYSDEC then tasked the City with completing its Long Term Control Plan and submitting that document for review by December 1, 2008, and

WHEREAS on October 23, 2008, the Public Participation Committee reviewed the attached Long Term Control Plan and recommended moving forward with a presentation to the City Council, a Public Hearing on the Plan was held on Monday, November 17, 2008 at 7:00 p.m. in the City Council Chambers after which the City Council approved the City's submission of its Long Term Control Plan, and

WHEREAS upon submission of the City's Long Term Control Plan the New York State Department of Environmental Conservation requested that the City complete the study of the remaining nine basins and update our plan to reflect the capital construction work that has been completed by the City, as well as the upcoming capital construction projects and submit the results by September 1, 2010,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby approves the City of Watertown's Draft 2 Long Term Control Plan Phase 1, a copy of which is attached and made a part of this resolution, and

BE IT FURTHER RESOLVED that the City Council of the City of Watertown authorizes the submission of this Final Report - Long Term Control Plan Phase 1, 2010 to the NYS Department of Environmental Conservation for their review and approval.

Seconded by

INTER-OFFICE MEMORANDUM

August 11, 2010

TO: Mary Corriveau, City Manager

Thru: Kurt Hauk, City Engineer

FROM: Michael J. Sligar, Chief Operator

SUBJECT: Working Copy for Draft 2 Long Term Control Plan, Phase 1

Forwarded herein for your review and comment is the updated working draft of the above referenced report. The update's submission to the NYSDEC is due September 1, 2010.

The initial draft report was prepared and submitted to the City Council in 2008. The highlights of the plan were formally presented to the City Council at a work session on November 10, 2008, followed by a second presentation at a City Council sponsored public hearing conducted during the regularly scheduled City Council Meeting held on November 17, 2008. Both of these presentations were video recorded in their entirety and are still posted on the City's Web Site. Following the public hearing, the City Council authorized the draft document's submission to the NYSDEC.

In the original submission, five of fourteen sanitary sewer basins with active combined sewer overflow devices were studied in detail. This was consistent with approved plans previously submitted to the NYSDEC giving the City the appropriate authorization to proceed in such a manner. Since 2008, the remaining nine basins were studied in detail and a number of projects were identified and implemented. The overall plan is now updated to reflect this additional work and greatly strengthened by it. Further, all comments made by the NYSDEC relative to the first draft have been incorporated in this Draft 2.

Of great significance is the fact that with the completion of the study, the City can confirm that its combined sewer system (CSS) meets the criterion required for the USEPA defined "Presumption Test" relative to demonstrating proper control of the CSS for Water Quality. This is important as the "measuring stick" for approval of our LTCP, Phase 1

Report is this very same Water Quality issue. Section III.F of the Report entitled "Water Quality (WQ)" covers this point in detail.

The conclusions and recommendations offered by the study have not changed from that of the original draft. The City's currently approved Capital Plan is on track for successful implementation of all necessary efforts for mitigating impairments to the CSS that have been identified. Section IV entitled "Impairments identified and potential responses" discusses this point in detail. The NYSDEC has indicated that elements of this section may be incorporated as an implementation schedule in our State Pollution Discharge Elimination System (SPDES) Permit (currently under review for renewal).

Attached are the Executive Summary and the Table of Contents of the Report.

Working Copy for Draft 2
Long Term Control Plan
Phase 1

City of Watertown

New York

Prepared by:

Staff, Department of Engineering

City of Watertown, New York

Executive Summary

In 2002 the City of Watertown was directed by the New York State Department of Environmental Conservation (NYSDEC) to prepare this report. Their order required the submission and approval of two reports prior to beginning the work on this Long Term Control Plan (LTCP) such that there would be an understanding and agreement between the NYSDEC and the City as to what would be studied and subsequently reported in the LTCP. The preliminary reports were submitted in 2004 and approved in 2006. The First Draft for the LTCP was submitted to the NYSDEC November 24, 2008. A Supplement 1 to the First Draft for the LTCP was given to the NYSDEC in September 2009. Since the submission of the First Draft and its Supplement, the City has completed the modeling of all combined sewer basins that contain a combined sewer overflow (CSO) device,[1] has completed one of the projects that had been proposed in the submission,[2] commenced construction on two others,[3] and has monitored the impacted basin for demonstration of the positive impact the completed project has had.[4] Further, meetings were conducted on September 10, 2009 and January 6, 2010 between the City and the NYSDEC staff to further clarify and guide the LTCP's molding into this Second Draft Submission. The NYSDEC forwarded to the City its comments and requirements by letter dated January 20, 2010[5] and established August 1, 2010 (and subsequently revised to September 1, 2010) as the deadline by which this Second Draft is to be submitted. This Second Draft responds and consolidates all the above and is intended to be a "stand alone" document.

The LTCP is first a description of the combined sewer system (CSS) of the City of Watertown and also a description of the Black River, the receiving stream into

[1] The First Draft LTCP modeled five basins while this Second Draft models fourteen basins.

[2] The "in-situ" lining of a portion of the North Side Trunk Sewer (NSTS) Interceptor in Sewer Basin 003.

[3] The Riggs Avenue and Breen Avenue Projects.

[4] Flow differentials at and upstream of CSO 003.

[5] Copy attached in **Appendix A**.

which all storm waters and treated (as well as untreated) sanitary wastewaters discharge. The City's CSS contains fourteen[6] active combined sewer overflow devices and one wastewater treatment Plant (WWTP) by-pass device totaling fifteen points where sanitary wastewater has potential to enter the Black River without treatment. This LTCP identifies impairments that exist within the CSS that adversely impact the CSS ability to collect and successfully transmit wastewater (and storm water) to the City's WWTP. The LTCP then proceeds to evaluate the impact upon the Black River endured because of discharges occurring as a result of the identified impairments, establishing that the City's CSS does in fact meet the "presumptive test" relative to Water Quality Issues. This evaluation is made possible because of accurate and precise modeling of the CSS which has been completed that quantifies and qualifies the overflows and by-passes. Finally, a plan to rectify impairments is formulated and information presented such that implementation of upgrades to the CSS may proceed in an organized, sequential, effective and prudent fashion. A financial assessment is included with which decisions may be guided relative to the economic impact the CSS upgrade projects may have on the average household within the City.

An Advisory Committee was formed in 2002 and it has guided the City in the completion of this LTCP from its beginning to the present. At a meeting of the Advisory Committee on Thursday, October 23, 2008, the Committee approved three recommendations:

> The first recommended City Council acceptance of this report as a factual representation of the City's CSS;
>
> The second recommended City Council acceptance of the four summarized impairments to the CSS that were identified;
>
> The third recommended that the City Council focus its limited capital funds to combined sewer separation projects.

The three recommendations in their entirety are attached to this executive summary.

[6] The First Draft LTCP of 2008 reported fifteen active CSO devices. Since that point, CSO 010 (W. Main opposite Curtis Street) has been permanently plugged and thereby, eliminated.

Advisory Committee
to
The City of Watertown, New York
For
The Preparation of and Recommendations concerning:

The Long Term Control Plan
Phase 1

At a meeting of the Advisory Committee on October 23, 2008, the following recommendations were acted upon with all members voting in favor of each of the three recommendations save one member abstaining from each vote (abstaining votes cast by the member representing the New York State Department of Environmental Conservation):

Recommendation Number 1:

The Advisory Committee recommends the Draft Long Term Control Plan Phase 1 dated 2008 be accepted as a factual presentation of the actual conditions of the combined sewer system of the City of Watertown to include its modeled response to storm events. This recommendation is qualified by the fact that 84.3% of the area upstream of active combined sewer overflow devices was actually modeled and studied, and the remaining 15.7%, although not yet modeled or studied, is assumed to be appropriately represented by that which is known.[7]

Recommendation Number 2:

The Advisory Committee recommends the acceptance of the summary of impairments to the combined sewer system of the City of Watertown as:

[7] Prior to the submission of this Draft 2, modeling has progressed to 100% of the area upstream of active CSO devices. The assumption of Recommendation Number 1 has been confirmed as true.

- Anomalous inflow in the Western Outfall trunk sewer downstream of Wealtha Avenue;
- Rapid infiltration in the North Side Trunk Sewer (NSTS) immediately upstream of Kelsey Creek Combined Sewer Overflow device (003);[8]
- Impacts of storm overflow on the Black River from the Engine Street Basin (007);
- General Infiltration existing throughout the entire combined sewer system.

Recommendation Number 3:

The Advisory Committee believes that the ultimate correction to the overflows and by-pass of untreated wastewater to the Black River caused by the existence of the combined sewer overflow and by-pass devices in the City of Watertown's system is best accomplished by the separation of those sewers that are combined and the systematic elimination of infiltration discovered to exist in the sewer system. Interim measures, such as the installation of preliminary or primary separation devices at the combined sewer overflows or by-pass devices would divert limited capital dollars from combined sewer separation projects which are believed to be the better course of action. The Advisory Committee recommends that capital projects accepted by the City Council of the City of Watertown concentrate on combined sewer separation.

[8] This has been addressed by an "In-Situ" lining of the troubled section of the NSTS executed in the Fall of 2009. Further details of the project and subsequent monitoring and recording documenting the project's positive impacts upon Basin 003 infiltration is presented in Section III, sub paragraph D.2 of this Report.

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Abbreviations and Acronyms used in this report:

BMP: Best Management Practices
BOD_5: Biochemical Oxygen Demand, 5 day incubation
CAC: Citizen Advisory Committee
CMMP: Characterization, Monitoring, and Modeling Plan
CSO: Combined Sewer Overflow

CSS:	Combined Sewer System
CSTS:	Cooper Street Trunk Sewer
CY:	Calendar Year
LTCP:	Long Term Control Plan
FY:	Fiscal Year
MG:	Million Gallons
MGD:	Million Gallons per Day
mg/l:	Milligrams per liter or parts per million
NPDES:	National Pollutant Discharge Elimination System
NSTS:	North Side Trunk Sewer
NYSDEC:	New York State Department of Environmental Conservation
POTW:	Publicly Owned Treatment Works
PPP:	Public Participation Plan
SPDES:	State Pollutant Discharge Elimination System
SS:	Suspended Solids
USEPA:	United States Environmental Protection Agency
USGS:	United States Geological Survey
WPCP:	Watertown Pollution Control Plant
WQS:	Water Quality Standards

Second Draft
Long Term Control Plan
Phase 1

July , 2010

I. Introduction

On June 1, 2002 in an amendment to the City of Watertown's New York State Pollutant Discharge Elimination System (SPDES) Permit[9] the New York State Department of Environmental Conservation (NYSDEC) imposed upon the City the requirement to engage in the process of developing a Long Term Control Plan (LTCP) for the Combined Sewer Overflows (CSOs) existing in the City.[10] A Project Team was immediately formed to accomplish the tasks imposed, meeting for the first time on October 3, 2002.

Among other things, the SPDES amendment specified the submission and approval of two preliminary plans which would establish an agreed upon procedure the City would then follow in the preparation of the required LTCP. These preliminary plans are:

[9] New York State Pollutant Discharge Elimination System (SPDES) Permit Number NY 002 5984; Effective Date March 1, 2005; Expiration Date March 1, 2010. By letter dated June 4, 2009 the NYSDEC Division of Environmental Permits extended the permit beyond is expiration date while the existing SPDES Permit remains under review.

[10] Pages 19 and 20 of the permit amendment outlining the requirements for the Long Term Control Plan are attached as **Appendix A**

1. The Public Participation Plan (PPP) approved by the NYSDEC on May 23, 2006; and

2. The Combined Sewer Systems (CSS) Characterization, Monitoring, and Modeling Plan (CMMP) with its final revision submitted July 17, 2006 and subsequently approved by the NYSDEC on September 14, 2006.

A. Goals and Objectives:

The goal of the Long Term CSO Control Plan is to positively identify, in both qualitative and quantitative terms, the actual adverse impacts that the City's active CSOs have upon the water quality of the Black River, and once identified, then to identify and enact reasonable control measures in a prudent sequence, schedule, and cost effective manner that both make sense and will reduce the identified adverse impacts in some meaningful and measurable way.

An understanding of the current conditions of the City's CSS is, therefore, essential. Further, a basic understanding of the current conditions ("base line" conditions) of the Black River, the "receiving stream," is equally important. This is so the magnitude of discharges to the Black River from the CSOs may be properly assessed against the significance of their respective impacts upon the River.

This LTCP must, therefore, present sufficient information to accomplish the following:

1. Define the Black River Basin, placing the City's system in its correct context as it relates to the entirety of the watershed, identifying those watershed issues of concern and of which the City's sewer system either is, or is believed to be a contributing factor;

2. Identify and define those additional factors (historical rainfall, seasonal river flows, river uses, etc.) to complete the context within which the City shall be evaluated;

3. Define the City's combined sewer system and the local sub-basins within which it exists, properly identifying any and all sensitive areas and critical system users;

4. Define in a qualitative and as much as practical a quantitative sense the City's combined sewer system's response to rainfall events of varying intensities and durations;

5. Determine in a quantitative sense the thresholds at which CSOs become active, quantifying the volume of the overflow and the resultant loadings of targeted pollutants, relating volume and loadings of CSO discharges to storm events of varying intensities and durations; and

6. Determine the baseline conditions of the Black River in terms of volume and loadings of those same parameters identified and monitored in "5" above, placing CSO contributions in context with existing conditions not attributed to the CSOs.

The key that underpins the 6 points cited above is the recognized need to have up front among all the interested parties that will face the evaluation of this LTCP an agreement on what data, information and analysis will eventually be needed to support the development of the LTCP, the review of the applicable water quality standards (WQS), and the identification of meaningful recommendations with their appropriate implementation procedures. This was the purpose for the Public Participation Plan and the Characterization, Monitoring and Modeling Plan that were submitted and approved as preliminary documents. The LTCP that follows is consistent with both approved plans.

B. The Black River

The Black River is the receiving stream of discharges from the Watertown's Pollution Control Plant (WPCP) and from the active City CSOs. It is an approximately 110 mile long river draining approximately

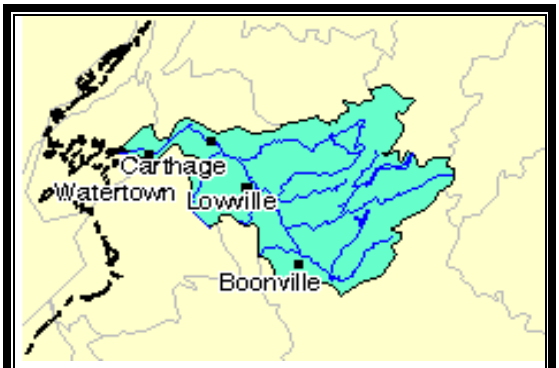


Figure 1: Black River Basin in Upstate New York

1,914 square miles of Adirondack Mountains, adjacent foothills, and lowlands. The westerly flowing Black River is tributary to Lake Ontario at the Lake's northeastern quadrant. The City of Watertown in Jefferson County, New York is located at "mile 11" of the river. A USGS river gauge is located at the Van Duzee Street Bridge at Watertown, with approximately 1,864 square miles or 97.4% of the drainage basin upstream of this point. For the 80 year period ending in CY 2000, the average River flow at the Watertown gauging station is approximately 4,156 cubic feet per second (2,686 million gallons per day, MGD). For perspective, the WPCP discharged an average 11.36 MGD[11] during the five year period 2005 through the end of 2009. Thus, on an average day, the City's WPCP discharge accounts for something in the order of 0.42% of the water in the river at the point of discharge. Since something in the order of 18.2 %[12] of the sewers in the City of Watertown is combined, the discharges to the river during precipitation events from the WPCP can swell to as much as 30+ MGD. Add to this the fact that during such events any number of the combined sewer overflows (CSOs) may be active. Exactly how much would be discharged from the CSOs must likewise be taken into account.

Of great significance is the variation in flow exhibited by the river during the different months of the year. During the same 80 year period referenced above, the average monthly flows of the River at Watertown ranged from as low as 1,773 cubic feet per second (1,146 MGD) to as much as 10,000 cubic feet per second

[11] See Table 3 below.

[12] See Table 5 below and the explanation that immediately follows it.

(6,463 MGD), as indicated in Figure 2. The peak 24 hour flow rate on record at the Watertown gauging station occurred January 10, 1998 and is 55,500 cubic feet per second (35,868 MGD). It is readily apparent that the river responds dramatically to the seasons, and will exhibit significant spikes if heavy precipitation in conjunction with saturated or frozen ground is experienced together with a high degree of rapid snow melt. Conversely, the minimum 24 hour flows, at times, can drop below 1,000 cubic feet per second.[13] Summary data collected at the USGS gauging station at Watertown is presented in **Appendix B**.

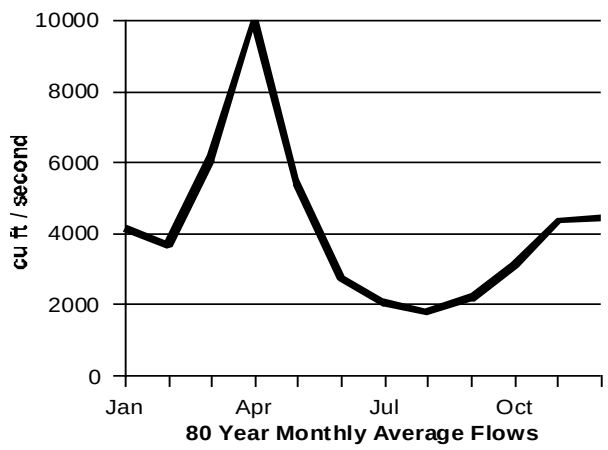


Figure 2: Average monthly flow rates on the Black River.

The higher the City discharge and the lower total river flow each would tend to render the discharges as "more impacting" upon the river. Thus, as a general rule of thumb, the river would be most sensitive to such discharges during a high intensity storm experienced during the June through September time frame - your typical "summer thunder storm."

[13] The lowest monthly average flow rate for the Black River in the 80 year study period is 730 cubic feet per second (472 MGD) occurring August 1923. Even at this low river flow rate, the 5 year average daily flow rate quoted above for the City's POTW would rise to only 2.4% of the total River's flow rate.

Figure 3: View of Black River upstream of Delano Island.

Much has been written in various studies commissioned by the City of Watertown in recent history relative to the existing and hoped for uses of the Black River as it makes its trek through the City. It is not the intent of this plan to "reinvent" such writings. For convenience, key elements of referenced studies are presented as **Appendix C** to this plan. Suffice it to say that the River is recognized as a valuable asset of vital importance to the City. It is in the interest of the City as well as all river users that all things practical be accomplished that can have a measurable positive impact upon the Black River.

To make a proper assessment of the impact CSO discharges have on the River, one would need to know certain things about the river and about the CSO discharges themselves in terms of both quality and quantity of specific elements characterizing these discharges. What these things would be and how they would be monitored and measured is the detailed purpose of the Characterization, Monitoring and Modeling Plan approved in 2006. Section III of this LTCP shall discuss these things in detail. Calendar years 2004 – 2008 saw the monitoring, measuring and collection of data upon which this LTCP Phase 1 report is based. During CY 2009 additional monitoring was done to confirm improvements in Sanitary Basin 003.

C. Recent Relevant History

The City of Watertown has a consistent track record with respect to sewer upgrade and separation projects which have as a principle focus mitigating adverse impacts upon the City's active combined sewer overflow (CSO) devices. In the past 25 years, the City's Capital Improvement Programs have completed some 38 projects that document a regular progression of such improvements. During this period, 34,924 feet (6.61 miles) of combined sewers have been eliminated, and 43,936 feet (8.32 miles) of new sanitary sewer and 53,858 feet (10.20 miles) of new storm sewer have been installed or upgraded. Table 1 below briefly summarizes this past effort, the planning and implementation of which preceded the requirements of a Long Term Control Plan imposed upon the City by the New York State Department of Environmental Conservation (NYSDEC) via the City's SPDES Permit.
Given the 69,514.4 feet of combined sewers remaining at the time of this writing, the City has systematically removed 33.4% of its combined sewers then existing when the above referenced 25 year period commenced.

	Project	Completed	CSO Basin	CS Rem (ft)	New San (ft)	New St (ft)
1	Arlington/Brainard	Jul-86	020/007	1,246	1,246	1,177
2	Mundy	Sep-86	003/013	0	0	1,920
3	Emmett/Conger	Oct-86	001	2,010	2,010	2,057
4	Moulton Street	Oct-86	013	1,800	1,800	0
5	City Center Drive	Jan-88	007/011/012	0	0	3,346
6	Glenn/Hycliffe	Aug-88	001	0	980	142
7	Thompson Pk/Gotham	Oct-88	001	0	1,854	0
8	Coffeen Street	Dec-88	001/006/007	0	0	3,140
9	Arlington Street	Apr-89	022	0	0	340
10	Gill Street	Jul-89	022	1,375	1,375	690
11	Ward 5, Phase I	Nov-89	001	1,602	1,602	1,810
12	Indiana Ave No.	Jul-90	024	2,045	981	2,045
13	Coffeen Street at JCC	Jul-90	001	335	335	1,150
14	Ward I, Phase I	Sep-90	016	3,930	3,930	4,023
15	PSB Access	Sep-90	001	0	80	80
16	Ward I, Phase II	Nov-90	016	2,052	2,052	2,178
17	Ward 5, Phase II	Nov-90	024	1,445	1,445	1,965
18	Gotham, Phase I	Oct-91	015	1,481	1,481	581
19	Bellow Ave So.	Nov-91	001	0	1,388	1,390
20	Waterman Dr.	Nov-91	001	0	0	400
21	Gotham, Phase II	Sep-92	007/001	1,618	1,618	2,536
22	Factory/Huntington	Jun-93	017/020	0	0	869
23	Water, Phases I and II	Jul-93	019	0	4,530	4,615
24	Colorado Ave. No.	Aug-93	024	1,134	1,134	683
25	Michigan/Wyoming	Nov-96	024	2,541	2,541	2,993
26	Sherman St. (1300)	Dec-96	001	0	1,120	0
27	Bellow Storm Outlet	Nov-99	001	0	0	1,985
28	Rutland	Nov-01	020	920	940	920
29	St. Mary Street	Nov-02	003	0	0	222
30	CCD Industrial Park	Dec-02	001	0	2,395	2,234
31	Flower Ave. East	May-03	007	0	572	725
32	Bellow Ave No.	May-04	001	0	538	2,843
33	Eastern Blvd.	Oct-04	024	0	870	0
34	State Street	Oct-07	15/20/21/24	5,375	0	525
35	Main Ave		013/014	325	0	1,040
36	Iroquois & Cosgrove	May-08	001	665	665	819
37	Ten Eyck I and II	Oct-08	007	3,025	3,026	2,335
38	WOTS Barben Butterfield	Sep-09	001	0	1,428	80
			Total	34,924	43,936	53,858

Table 1: Relevant Capital Projects Completed

II. Public Participation:

In developing its long-term CSO control plan, the permittee will employ a public participation process that actively involves the affected public in the decision-making to select the long-term CSO controls…

Citizen Advisory Committees (CACs) can serve as liaisons among municipal officials, NPDES permitting agencies, and the general public. Public meetings and public hearings can provide an effective forum to present technical information and obtain input from interested individuals and organizations…[14]

The above two quotes from the USEPA Guidance Manual formed the basis of the Public Participation Plan for the City. The first act of the City was to form an Advisory Committee comprised of key City Departments, NY State and Jefferson County Agencies, Local Industry, Recreational Groups and Academia to guide the City in the preparation of the Preliminary Plans. The Advisory Committee had fourteen members with specific interests and expertise as indicated in Table 2, below.

A. Public Participation and Agency Interaction:

Each committee member's participation was considered important with each member being advised if from time to time their specific presence at committee meetings was not possible, then an individual specifically appointed by them was to attend in their absence. Thus the interests of each individual and therefore the interests of the group that individual represented would be consistently and continuously voiced.

[14] Excerpts from Section 1.6.2 of EPA 832-B-95-002 **Combined Sewer Overflows Guidance for Long-Term Control Plan**

Table 2: Breakdown of membership on the Advisory Committee[15]

Interests Represented	Number of representatives on the Advisory Committee
City Administration	1
City Subordinate Departments (Planning, POTW, Industrial Pretreatment, Engineering, Public Works)	6
Jefferson County Planning	1
Industry	1
NYSDEC	1
Other State and County Agencies (Soil & Water Conservation; Tug Hill Commission)	2
Private Recreational Interests	1
Academia	1

B. Public meetings, hearings, and presentations

The committee met monthly through the fall of 2002 preparing and submitting the Public Participation Plan to the City Council of the City of Watertown in December 2002. The City Council approved and authorized its submission to the NYSDEC in January 2003.

[15] The specific names of the members, titles and contact information is attached as **Appendix D**

The Committee immediately turned its attention to the Characterization, Monitoring and Modeling Plan, meeting monthly through 2003, submitting its final recommendations to the City Council, obtaining Council approval and submitting the proposed plan to the NYSDEC in December 2003.

Each committee meeting, while open to the public and the news media, were sparsely attended by any individuals other than the committee members.

Two announced public meetings of the City Council of the City of Watertown with advanced published agendas featured current elements of the LTCP efforts. The first was for the formal presentation and recommendation for approval of the published Public Participation Plan and the second was the analogous meeting for the presentation and recommendation for approval of the published Characterization, Monitoring and Modeling Plan. In both instances, presentations were publicly made with ample opportunity for public comment then offered.

Both submitted plans were approved by the NYSDEC in 2006. Once approved, the 2 year cycle of data acquisition commenced. The Advisory Committee remained formed but adjourned regularly scheduled meetings during the regulatory review phase of the submitted plans and the data acquisition, monitoring and modeling phase (2004-08). With the completion of the First Draft LTCP, the Committee reconvened. At a public work session conducted by the City Council of the City of Watertown on November 10, 2008, City Staff presented the Draft LTCP in detail. Public participation was enabled and local news media covered the event. A second detailed presentation was conducted by City Staff on November 17, 2008 at a public hearing advertised and hosted by the City Council specifically to present the findings contained in the Draft LTCP. While the work session and the public hearing were properly advertised and well attended, and even though both public presentations are videoed and remain posted on the City's Web Site to this date,[16]

[16] http://www.steveweedproductions.com/WCC%202008.htm; scroll to "11-17-08 Sewer Overflow Control" and to "11-10-08 Long Term Control Plan (Sewer Overflows)"

public response has been virtually none existent. The activities of the Public Participation Committee and the Regulatory Agency responses to City submissions comprise the total of such things.

III. System Characterization:

A. Nine Minimum Controls

The 2002 SPDES permit modification contained a section entitled BEST MANAGEMENT PRACTICES FOR COMBINED SEWER OVERFLOWS.[17] As indicated in the introductory paragraph of this section in the SPDES permit:

> ***The BMPs are equivalent to the "Nine Minimum Control Measures" required under the USEPA National Combined Sewer Overflow Policy.***

Paragraph 15 of the BMP section requires that an annual report be submitted summarizing current status of the implementation of this section.

B. Characterization, Monitoring and Modeling

During CY 2009 the POTW treated a total 4,132 MG, averaging 11.32 MGD. This total volume generated from the summation of Influents A and B is consistent with the most current 5 year average (as is indicated by the Table 3 below).

[17] See SPDES No. NY 002 5984 Part 1, Pages 16 through 18 attached as **Appendix E**

Table 3: Summary of Total Plant Flows.

Calendar Year	Total Gallons Treated	Average Daily Flow	% Total Gallons from Western Outfall
2005	4,321 MG	11.84 MGD	28.6 %
2006	3,982 MG	10.91 MGD	30.0 %
2007	3,570 MG	9.78 MGD	28.9 %
2008	4,727 MG	12.95 MGD	33.9 %
2009	4,132 MG	11.32 MGD	23.9 %
Average	4,146 MG	11.36 MGD	29.1 %

Figure 4: Aerial of the Watertown Pollution Control Plant

The Watertown Pollution Control Plant (WPCP) is a 16.0 million gallon per day hydraulically rated secondary wastewater treatment and sewage sludge disposal facility. It is comprised of preliminary treatment (mechanical bar screen and detritor grit removal); a single 16.0 MGD primary treatment system with both its Influents "A" and "B" comingling upstream of the primary clarifiers; an 8.0 MGD rated two stage high rate trickling filter secondary with its independent clarifiers and outfall; and in parallel with the trickling filter secondary, an 8.0 MGD standard rate conventional activated sludge secondary with its independent clarifiers and outfall. Sludge disposal is comprised of gravity thickening, two stage anaerobic digestion, chemical conditioning, filter press dewatering, and fluid bed incineration. The scrubber ash from the incineration process is disposed at the Rodman Regional Landfill.

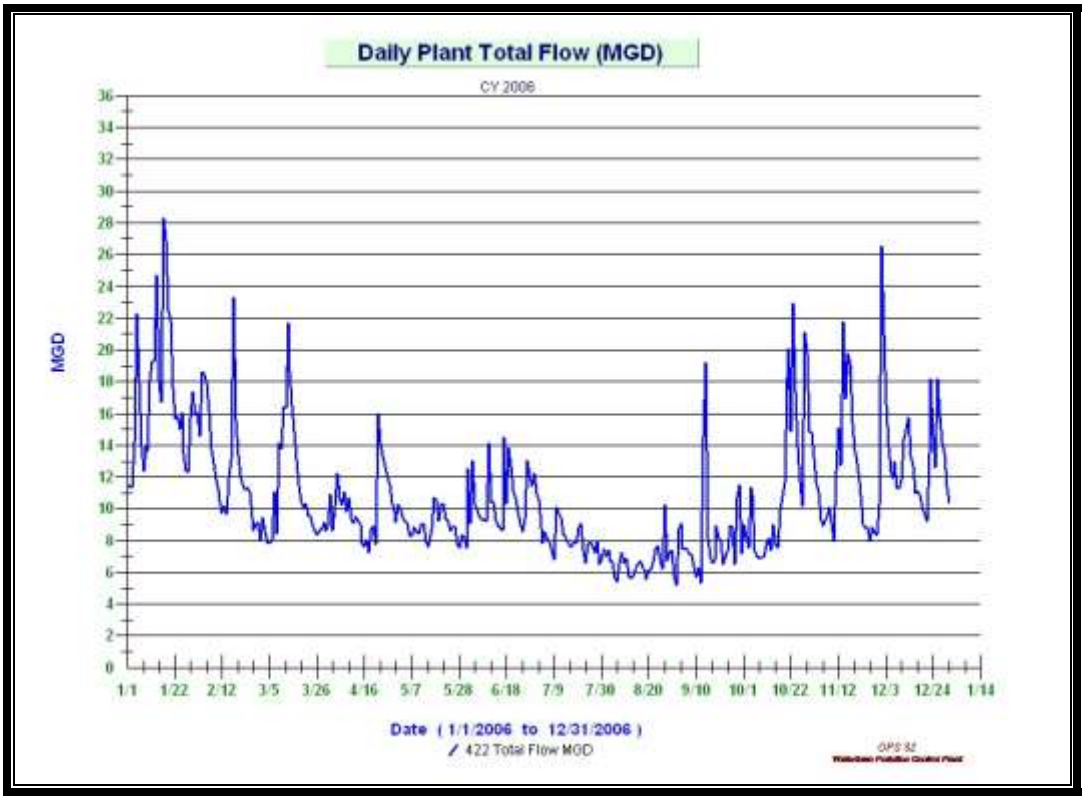


Figure 5: Average Daily Flows (total Plant) for CY 2006

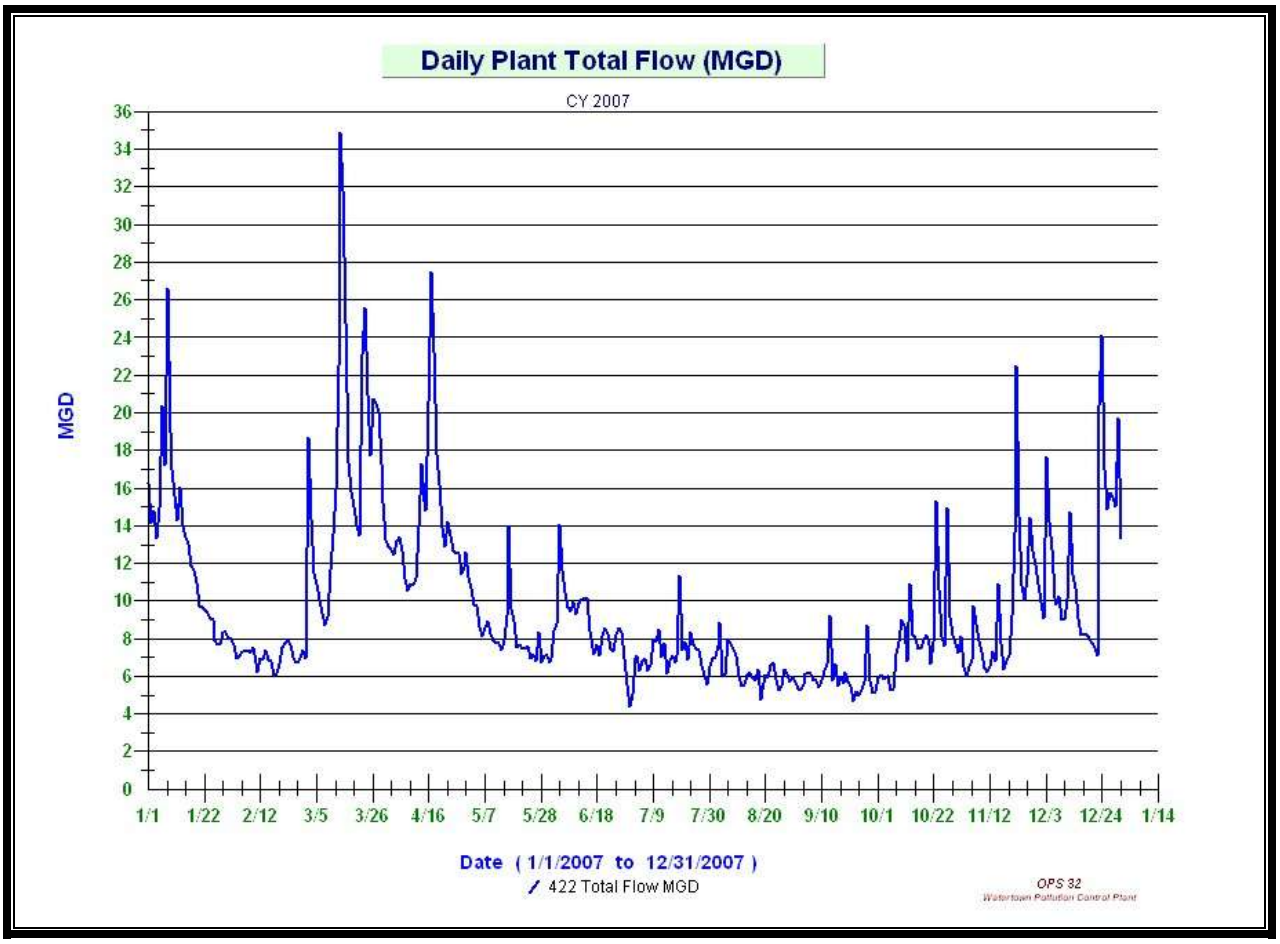


Figure 6: Average Daily Flows (total Plant) for CY 2007

The average daily flows for the WPCP for calendar years 2006 and 2007 as shown in Figures 5 and 6 above exhibit the same pattern – wet November through early April and dry late April to October. This is typical.

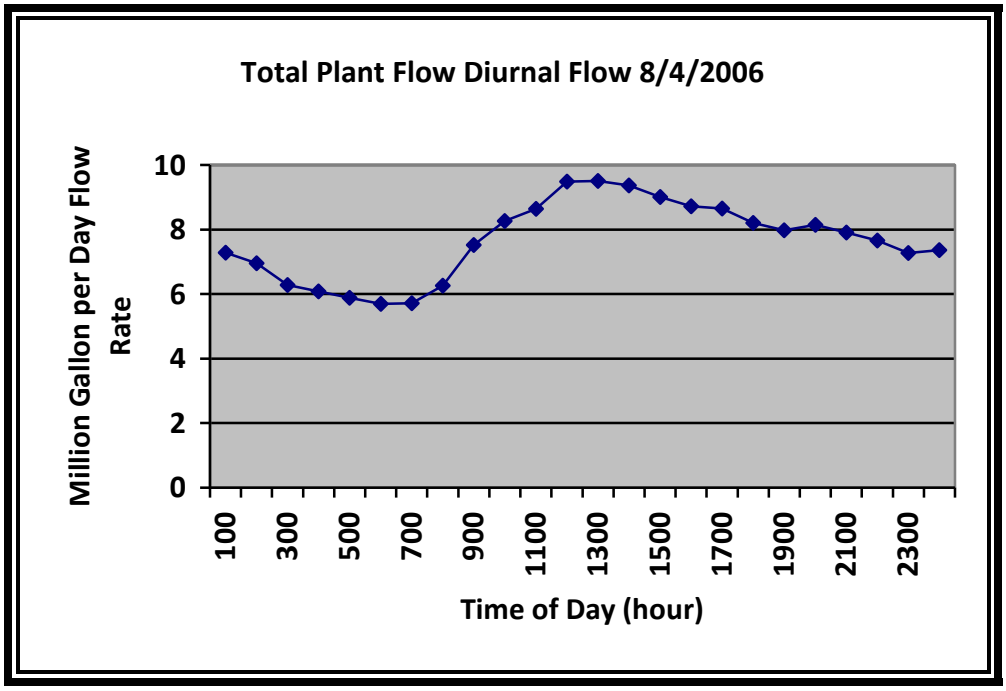


Figure 7: Typical diurnal dry weather flow pattern for total plant flow (Influents "A" + "B")

NOTE: Diurnal flow patterns[18] sufficiently spaced from storm events enable the isolation and quantifying of infiltration. Hence, the diurnal pattern of the Total Plant Flow is presented in Figure 7 above. Diurnal patterns will likewise be presented below for the larger studied basins in this LTCP (Basins 001, 007, 019, and 020). Incorporating the correct values for population densities and gallons per capita per day of sanitary flows will properly shape the diurnal curve, with the proper selection of infiltration then enabling the placing of the curve at the proper vertical height in the graph (thus causing the modeled curve to superimpose upon the actual curve recorded at the respective monitored point during the calibration process of the model). Section III.E below will present modeled diurnal curves superimposed upon actual field recordings.

[18] Diurnal – Pertaining to or occurring in a day or each day; daily; a flow pattern that repeats (i.e. low flows during late evenings and early mornings with higher flows in the late mornings and afternoons).

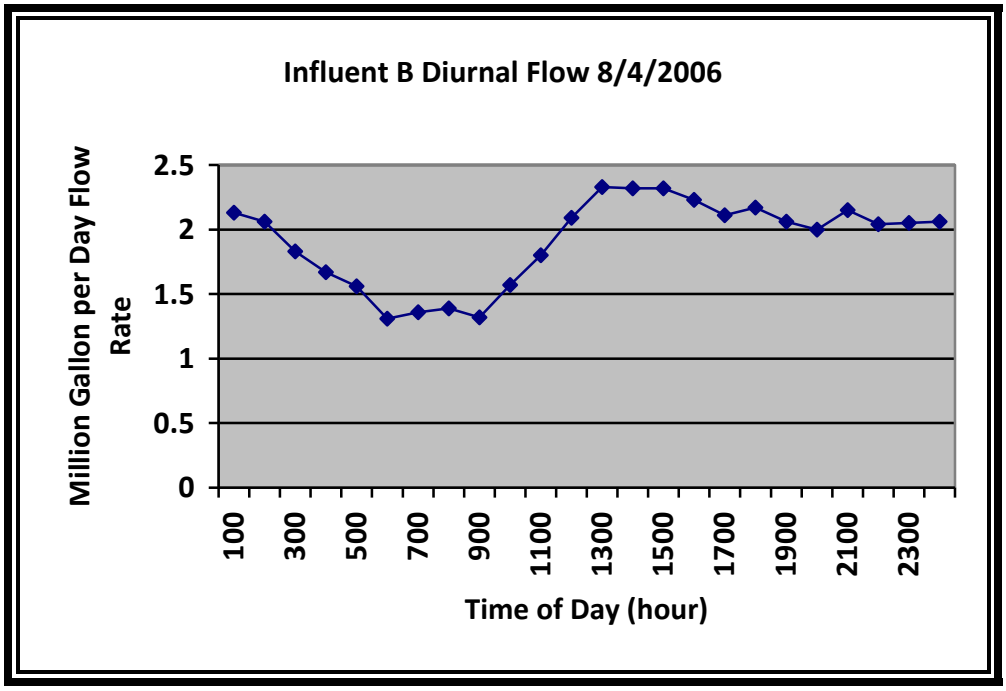


Figure 8: Typical diurnal dry weather flow pattern for Influent "B"

The combined sewer system within the City of Watertown is comprised of 3 sewer interceptor systems which collect wastewater from 25 distinct sewer basins (see Figure 9 below.) The Kelsey Creek System north of the Black River is comprised of the North Side Trunk Sewer (NSTS) and the Cooper Street Trunk Sewer (CSTS). South of the River is the Main Trunk Sewer System and the Western Outfall Trunk Sewer System. Each individual sewer basin is a geographically unique collection system that discharges its contribution to one of the City's Trunk Sewers at one unique point. Of the 25 sewer basins, 14 remain with combined sewer overflow (CSO) devices collocated at its connection point with its respective interceptor. Each CSO device is numbered and named consistent with the basin that supplies its wastewater flows. Table 4 below presents the 14 active CSOs and the single POTW By-Pass device for a total of 15 points of potential discharge of untreated wastewater to the Black River. Figure 10 below indicates pictorially the relative size and location of the 14 basins with active CSOs.

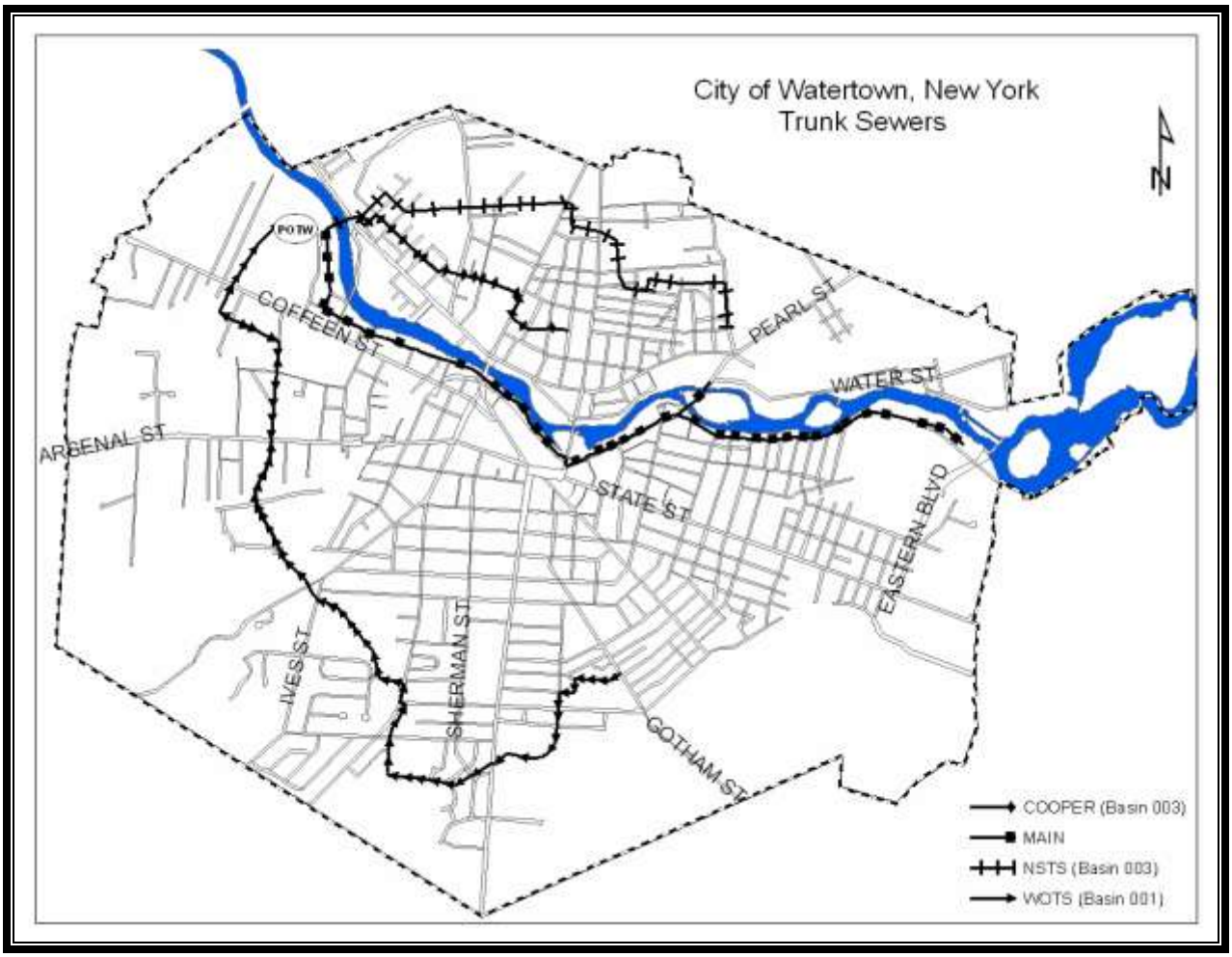


Figure 9: Trunk Sewer Spine:

There are three Trunk Sewer Systems forming the spine of the combined sewer system for the City – the Kelsey Creek System north of the River comprised of the North Side Trunk Sewer (NSTS) and the Cooper Street Trunk Sewer; and on the River's south side are the Main Trunk Sewer (running adjacent to the River) and the Western Outfall Trunk Sewer (running further south).

Table 4: POTW By-Pass and Basins with active CSO devices[19]

Basin/CSO/By-Pass Number	Basin/CSO Name	Total Acres served by the Basin
001	**Western Outfall**	**2332**
003	**Kelsey Creek**	**766**
004	POTW Influent "A" By-Pass Device [20]	----
005	Van Duzee South	46
006	Cedar Street	115
007	**Engine Street**	**465**
010	West Main (opposite Curtis) **(Although presented as active in the 2008 First Draft LTCP, CSO 010 has been eliminated.)**	**35** (acreage now accounted against Basin 003)
011	Newell Street at Arch Street	30
012	Newell & JB Wise Place	11
013	Main Avenue East	69
016	Factory at Mill Street	80
019	**Pearl at Water Street**	**379**
020	**Huntington at Rutland**	**100**
021	Huntington at Central	122
022	Huntington at Hamilton	45
024	Huntington at Indiana	202

[19] The five basins highlighted in Table 4 are those monitored and modeled for the Draft 1 LTCP, Phase 1 submitted in 2008. All 14 basins with active CSO devices are monitored and modeled for this Draft 2 LTCP, Phase 1.

[20] NOTE: all basins except for 001 and 003 are upstream of this By-Pass device; 001 and 003 are downstream.

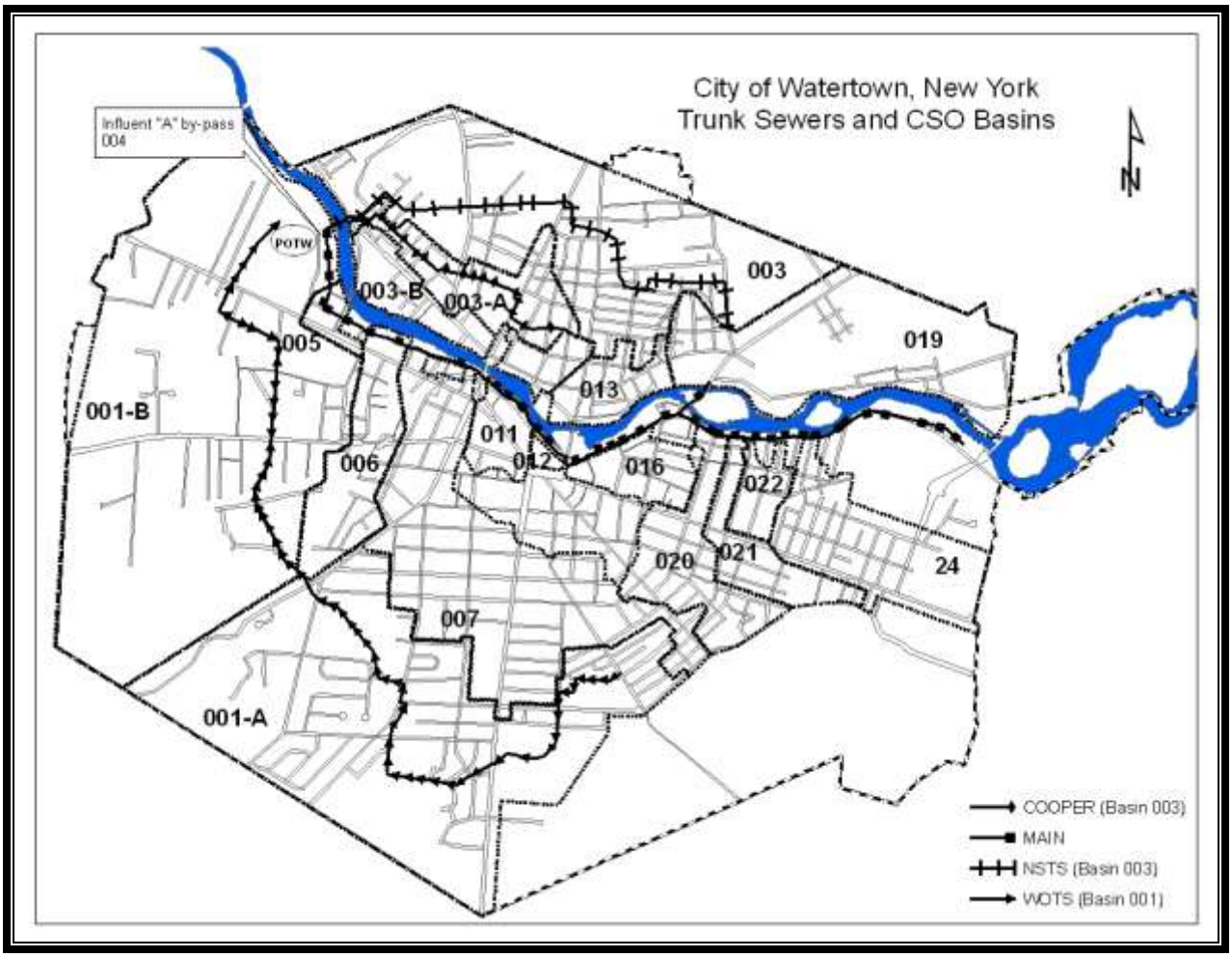


Figure 10: The 14 Sewer Basins with active CSOs

There are a total of 4,797 acres within the 14 basins with active CSO devices.

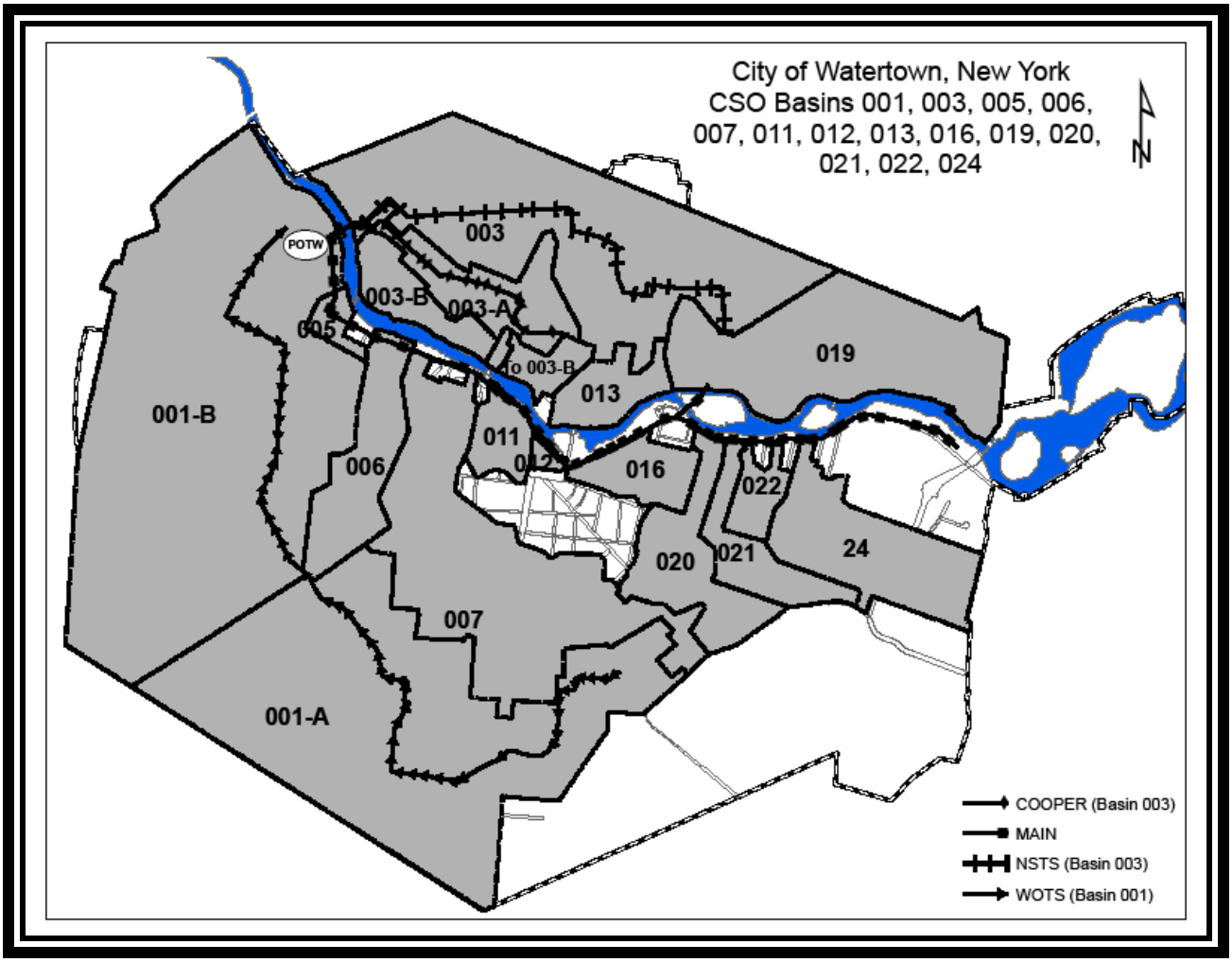


Figure 11: Fourteen CSS Basins studied for the Draft 2, LTCP Phase 1 Report.[21]

[21] NOTE: Basins not highlighted in Figure 11 directly connect to the Main Interceptor and do not have CSOs in their subsystem. Flows from these basins were none-the-less accounted for and injected in the Main Interceptor at the appropriate point such that the Interceptor and ultimately, the POTW, were "seeing" the total volumes.

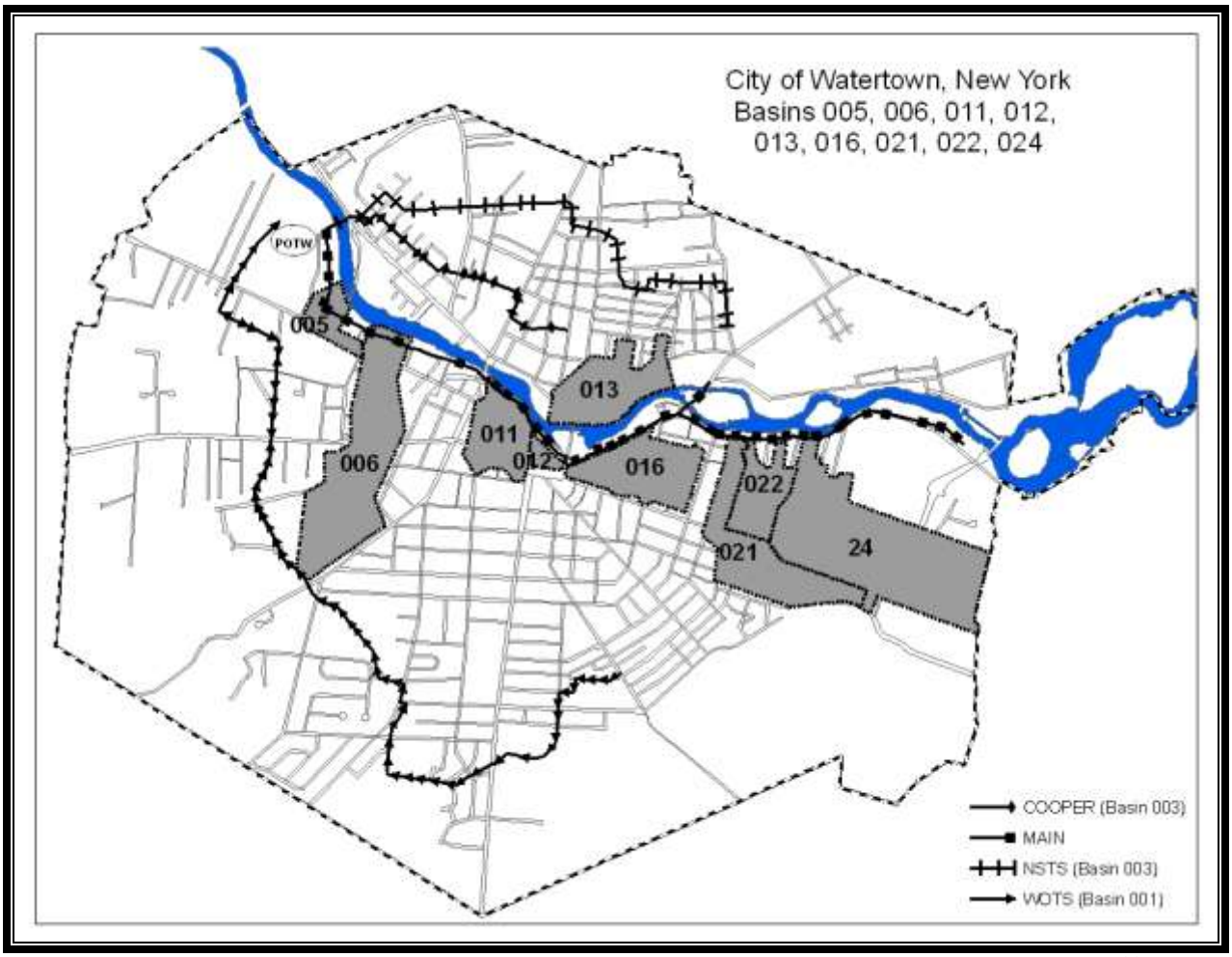


Figure 12: Nine basins added to that submitted in the Draft 1 LTCP.[22]

[22] In truth, 10 basins had been modeled and added, but since CSO 010 from Basin 010 had been eliminated, it is not represented in Figure 12.

Table 5: Summary of pipes within the Basins studied in this Draft 2 LTCP

Basin Summary	Total Length in Feet		
	Trunk Sewer	non-Trunk Sewer	Total
Basin 001	22,287	99,439	121,726
Basin 003	60,233	13,314	73,547
Basin 005		2,088	2,088
Basin 006		12,142	12,142
Basin 007	8,278	44,544	52,822
Basin 011		3,819	3,819
Basin 012		1,743	1,743
Basin 013		8,617	8,617
Basin 016		8,792	8,792
Basin 019		16,847	16,847
Basin 020		14,702	14,702
Basin 021		14,705	14,705
Basin 022		5,315	5,315
Basin 024		18,790	18,790
Main Trunk Sewer	26,568		26,568
Misc		678	678
Total (Feet)	**117,366**	**265,535**	**382,901**
Total (Miles)	**22.2**	**50.3**	**72.5**

According to current City records, the percent separated sewers in the Basin Summary presented in Table 5 is as follows:

Basin 001	99.7% separated (348.0 total feet combined)
Basin 003	75.9% separated (17,637.5 total feet combined)
Basin 005	100.0% separated
Basin 006	80.3% separated (2,372 total feet combined)
Basin 007	52.7% separated (28,333.1 total feet combined)
Basin 011	71.6% separated (1,424 total feet combined)
Basin 012	81.9% separated (447 total feet combined)
Basin 013	65.9% separated (3,928 total feet combined)
Basin 016	58.4% separated (3,652 total feet combined)
Basin 019	93.1% separated (1,334.8 total feet combined)
Basin 020	81.5% separated (2,721.0 total feet combined)
Basin 021	81.2% separated (3,046 total feet combined)
Basin 022	76.0% separated (1,428 total feet combined)
Basin 024	88.3% separated (2,840 total feet combined)
Main Trunk	100% separated

The composite for the pipes studied in this LTCP Phase 1 is 81.8% separated and 18.2% combined (69,511.4 feet combined of the total 382,901 feet studied).

25.4% of the combined sewers (17,637.5 feet of 69,511.4 feet) are in the Kelsey Creek Basin (003);

40.8% of the combined sewers (28,333.1 feet of 69,511.4 feet) are in the Engine Street Basin (007);

66.2% of the combined sewers are located in either Basin

Analyses for the following list of analytes were conducted on basin samples and the Black River. The Black River was sampled at five locations[23] as indicated in Figure 13 below.

Analytes monitored and/or analyzed

Flow; pH; oil and grease
biochemical oxygen demand
dissolved oxygen
solids (total, dissolved and suspended)
select metals (Mercury, Lead, Cadmium)
Coliform and fecal coliform
nutrients (nitrogen and phosphorus)

[23] **River sample point 1**: downstream of the tail race of the City Hydroelectric Plant on Marble Street, and upstream of the "most upstream" active City CSO;
River sample point 2: downstream of Sewall's Island. This represents the approximate midpoint of the River's trek through the City.
River sample point 3: immediately downstream of the Engine Street CSO (007)
River sample point 4: immediately downstream of the Kelsey Creek/Black River confluence, and upstream of the two City permitted POTW outfalls
River sample point 5: immediately upstream of the Interstate I-81 bridge crossing the Black River. This point is approximately 0.4 miles downstream of the POTW's most downstream outfall and the Western Outfall CSO (001)

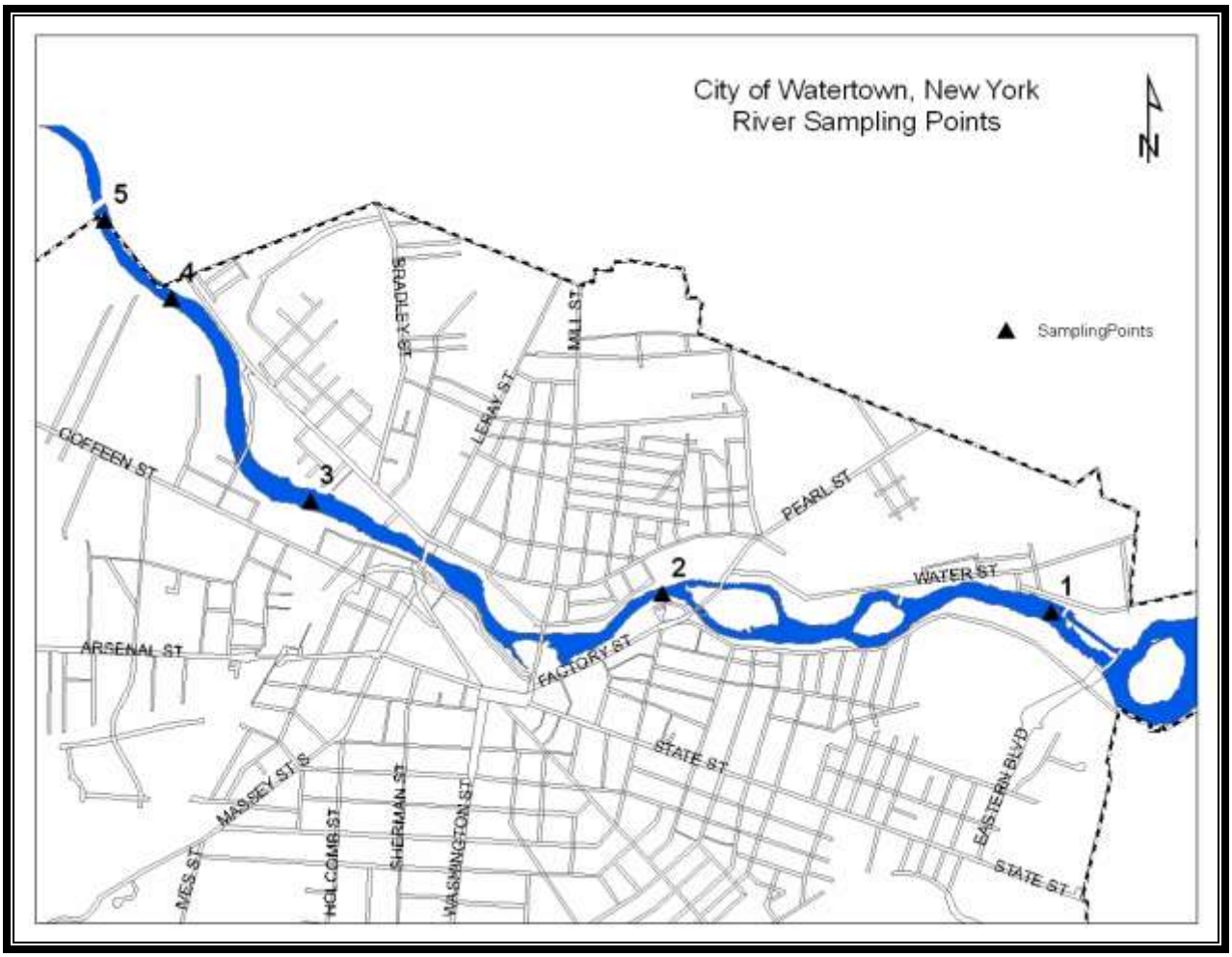


Figure 13: Five Black River Sampling Locations

C. Implementation of CMMP

While the CMMP was not approved by the NYSDEC until September 14, 2006, actual implementation of the work effort commenced prior to that point. The City's SPDES Permit required semi-annual reports to be filed with the Regional Water Engineer describing the progress and status of the LTCP development.[24] By means

[24] SPDES No. NY 002 5984, page 20 of 21, Paragraph II.A (see Appendix A). The first semi-annual report was December 17, 2002 for the period June 1 – December 1, 2002; and the 11th was filed July 9, 2008 for the period

of these reports, the NYSDEC was kept up to date on work efforts relative to the LTCP. Actual monitoring and sampling was limited to the spring, summer and fall months.

Table 6: Implementation progress relative to the CMMP

Calendar Year	Focus of monitoring and sampling efforts
2004	Basins 007, 020, 024; November 2004 City installed permanent flow recorder in the Western Outfall (001) immediately upstream of its CSO, and a second permanent flow recorder at its overflow weir.
2005	Entire POTW staff focused on headworks analyses consistent with the City's Industrial Pretreatment Program.
2006	Public Participation Plan approved in May 2006 and the CMMP approved in September 2006. City participated in a regional water and sewer capacity assessment with the Development Authority of the North Country. Detailed study of the Western Outfall (001) with multi portable flow meters attempted to isolate observed flow anomalies within the basin. The City contracted in December 2006 with a professional consultant to model and to calibrate the combined sewer system pipes in the selected 5 basins for the Phase 1 LTCP. The City installed a permanent "bi-directional" area/velocity flow meter in the by-pass pipe of the POTW Influent "A" By-Pass device. In addition to basin 001, flow monitoring was also conducted in basins 007, 019, 020, and 024.
2007	City Consultant continues modeling, performs continuity tests and calibrations on the 5 selected basins. The Black River is sampled twice (once at dry weather flows and once under

January 1 – June 30, 2008.

	hydraulic stressed conditions (wet weather flows). Flow monitoring continues with focus shifting to supplement "gaps" now identified by the consultant for calibration requirements.
2008	Basin 003 sampling and flow monitoring was completed in the spring. All flow monitoring confirmed sufficient to complete calibration of the model for the five selected basins. The calibrated model was released to the City May 2008. Remaining wet weather River sampling was conducted and five additional dry weather flow sampling events on the River were conducted. Draft work on the Phase I LTCP commenced in August 2008.
NOV 24, 2008	Draft 1, LTCP Phase 1 submitted to Water Permits – Central, NYSDEC

What follows is a more detailed summary of each of the basins modeled.

D. Summary of Basins

1. Western Outfall Basin (001):

The Western Outfall Basin (001) is by far the City's largest basin, totaling 2,332 acres of the 4,797 acres or 48.6% of the acreage upstream of active CSOs. It also contains 23.1 miles of the 72.5 miles of sewers (31.8%). It is the "most studied" basin. River Sample Point 5 is downstream of this basin. Table 7 below presents a more detailed summary of the pipes that comprise the Western Outfall Basin (001).

Table 7: Summary of Pipes in the Basin (001)

Basin 001	Total Length in Feet		
Pipe Diameter	Trunk Sewer	non-Trunk Sewer	Total
6"		1,986	1,986
8"	382	64,481	64,863
10"	704	21,058	21,762
12"		8,704	8,704
15"	2,315	2,235	4,550
18"	3,943	654	4,597
21"	4,202		4,202
24"	1,119		1,119
27"	4,182		4,182
30"	755	321	1,076
33"	2,703		2,703
36"	1,983		1,983
Total (Feet)	**22,287**	**99,439**	**121,726**
Total (Miles)	**4.2**	**18.8**	**23.1**

Table 9 below details precipitation events resulting in "overflow events" at the Western Outfall overflow device (001) for calendar year 2007.

For the calendar year 2007, the Western Outfall Interceptor carried a total 1,047 million gallons, averaging 2.8685 MGD. The 14,961,400 gallons bypassed (see Table 9) during the calendar year account for 1.4 % of the total. Nearly 73% of this amount (10,860,000 gallons) bypassed during two long and sustained events lasting a continuous 89.5 hours (March 13-16 and December 23-24, 2007). Both events, in addition to precipitation, were also influenced by a significant thaw and snow melt. The Western outfall captured 98.6% of the total flow in the interceptor during CY 2007, and delivered it to the POTW for treatment. Table 8 below compares CY 2007 with the two previous calendar years. The data is typical of the interceptor's annual performance.

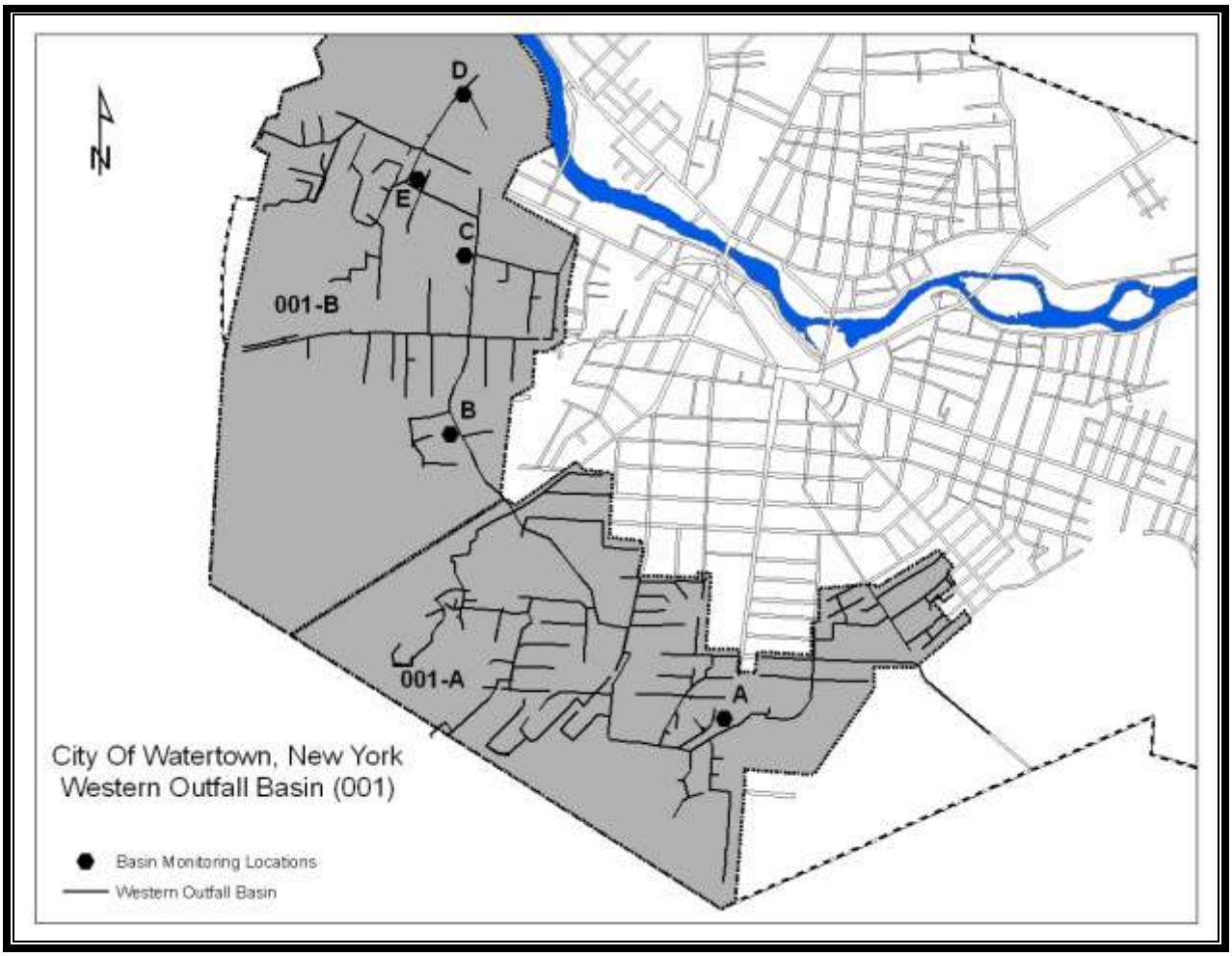


Figure 14: Western Outfall Basin (001).

Indicated within the highlighted area of Basin 001 are the actual pipes that are modeled. All pipes 6" in diameter or greater are modeled. Outside Basin 001 in the un-highlighted remainder of the City, City streets are shown. This is the same pattern shown in all subsequent Basin Figures.

Table 8: Summary of efficiency of Western Outfall Interceptor flow capture.

Calendar Year	Total Gallons in the Interceptor	Total Gallons Bypassed	% Total flow captured and treated at POTW
2005	1,258 MG	21,900,000	98.3 %
2006	1,206 MG	9,701,700	99.2 %
2007	1,047 MG	14,961,400	98.6 %
Average	1,170 MG	15,521,033	98.7 %

As indicated in Figure 5, during the first week of August 2006 the Western Outfall basin (as did the realm of the entire facility) was at an approximate midpoint of dry weather conditions (which had prevailed from the beginning June of 2006 through the end of September 2006). During this period, precipitation events occurred resulting in sharp spikes in the interceptor flows. But following the precipitation flow, recovery was nearly instantaneous due to the low antecedent moisture content in the basin surface area. During the first week of August 2006 therefore, the diurnal flows of the interceptor exhibited conditions void of the impacts of rapid infiltration[25] and inflow. The maximum flow in the interceptor during the period August 1 through August 7 was 3.059 MGD, while the average daily flow was 2.0384 MGD and minimum flow was 1.302 MGD. The interceptor would flow at rates above the average from 0800 hours to midnight, and would flow below the average flow rate from midnight to 0800 hours. Peak flows would occur between noon and 1400 hours. Minimum flows would occur at the vicinity of 0600 hours. Figure 15 below presents a typical diurnal flow curve during this particular week.

[25] Rapid infiltration is different from "simple" infiltration. Rapid infiltration is caused by a storm event that deposits large quantities of water into the ground that will significantly elevate normal or "simple" infiltration levels until the storm water "surge" has been relieved. Rapid infiltration normally lasts for one to three days following a storm event.

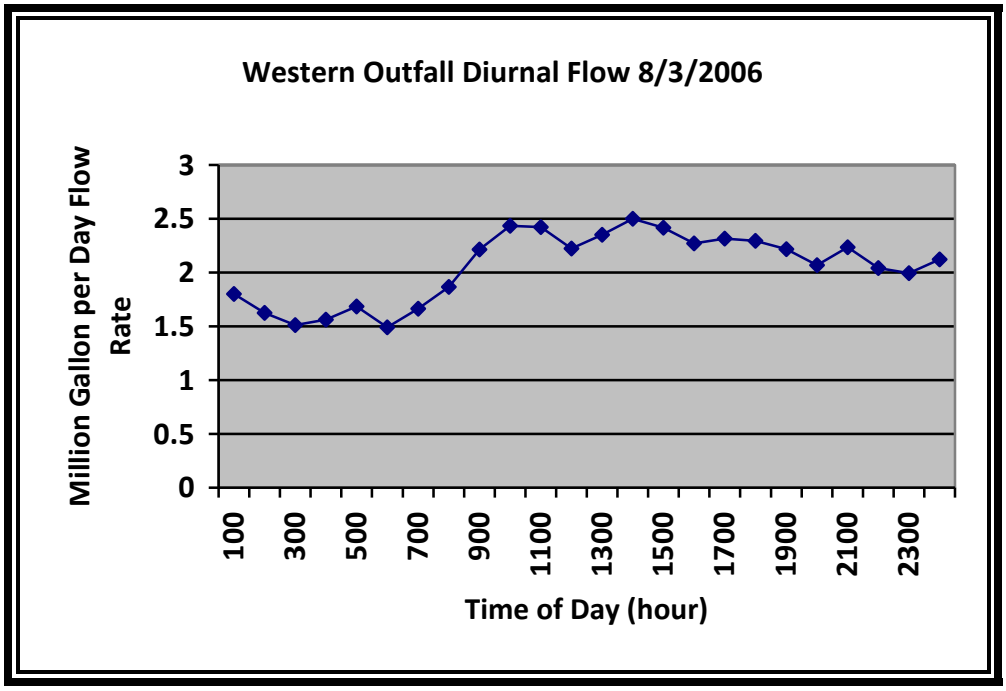


Figure 15: Western Outfall Basin (001) Diurnal Flow (Typical)

Comparing the dry weather diurnal flow pattern in CY 2006 with analogous periods in CY 2005 (Aug 3-10) and CY 2007 (Aug 25-31) offers an interesting observation as indicated in Table 11 below. The dry weather flow data grew at a uniform rate for the three years presented. Data remains insufficient to draw any particular conclusions as there are too many variables involved not yet fully understood. It may represent growth in the system or perhaps something as simple as people altering vacation practices as a response to economic trends (i.e. the cost of fuel, etc.).

Table 9: Overflow events at the Western Outfall CSO 001 for CY 2007.

CY 2007 Dates of Events	Bypass Hours	Total Gallons in Interceptor During Event Period	Total Gallons Bypassed	% Gallons Bypassed
1/1	2.75	4,651,000	70,000	1.5%
Jan 05-07	25.00	15,531,900	886,800	5.7%
Jan 07-08	16.25	13,119,200	787,100	6.0%
Jan 09-11	42.00	13,314,900	140,000	1.1%
Mar 13-16	62.50	47,676,400	8,670,000	18.2%
Mar 22-23	30.50	15,712,000	980,000	6.2%
Apr 16-18	31.25	23,649,600	800,000	3.4%
6/4	1.00	2,785,700	30,000	1.1%
7/11	1.00	2,869,800	10,000	0.3%
7/16	0.50	2,636,500	30,000	1.1%
7/19	2.50	2,685,300	10,000	0.4%
7/28	0.75	2,931,700	20,000	0.7%
8/6	0.75	3,010,300	7,500	0.2%
9/27	0.50	3,417,100	10,000	0.3%
10/8	21.75	2,095,300	20,000	1.0%
10/13	0.50	3,081,600	10,000	0.3%
10/19	0.75	2,967,300	30,000	1.0%
10/23	2.50	3,970,900	70,000	1.8%
11/21	1.50	3,973,900	10,000	0.3%
12/3	3.50	5,595,500	180,000	3.2%
Dec 23-24	27.00	17,478,000	2,190,000	12.5%
Annual Total	274.75	193,153,900	14,961,400	7.7%

Table 10: Overflow events at the Western Outfall CSO for CY 2006.

CY 2006 Dates of Events	Bypass Hours	Total Gallons in Interceptor During Event Period	Total Gallons Bypassed	% Gallons Bypassed
1/14	14.00	10,090,000	749,200	7.4%
1/18	14.00	9,630,000	758,300	7.9%
2/3	4.00	5,970,000	50,000	0.8%
2/17	11.00	9,350,000	600,000	6.4%
3/10	4.50	7,800,000	103,800	1.3%
1/3	3.00	6,550,000	57,800	0.9%
Mar 16-17	--	8,310,000	72,200	0.9%
4/22	3.00	4,490,000	5,000	0.1%
6/1	1.00	3,340,000	12,300	0.4%
6/17	3.00	4,070,000	142,700	3.5%
6/19	1.00	3,410,000	21,700	0.6%
6/27	3.00	3,570,000	150,200	4.2%
7/10	1.25	3,290,000	93,200	2.8%
9/2	1.00	2,890,000	61,200	2.1%
9/13	3.75	4,440,000	113,100	2.5%
10/4	1.25	3,450,000	20,000	0.6%
10/14	1.25	3,350,000	50,000	1.5%
10/19	1.50	3,580,000	10,000	0.3%
10/20	8.50	5,540,000	60,000	1.1%
10/23	15.75	7,750,000	580,000	7.5%
10/28	15.25	14,240,000	390,000	2.7%
11/14	1.50	7,750,000	350,000	4.5%
11/16	6.50	6,520,000	190,000	2.9%
11/30	2.25	3,390,000	40,000	1.2%
12/1	24.00	13,200,000	3,210,000	24.3%
12/2	24.00	8,920,000	1,540,000	17.3%
12/3	13.25	5,710,000	57,300	1.0%
12/23	8.00	5,010,000	67,400	1.3%
12/26	13.25	5,270,000	146,300	2.8%
Annual Total	203.75	180,880,000	9,701,700	5.4%

Table 11: Comparison of Western Outfall dry weather conditions in consecutive calendar years.

Dry Weather Flow Conditions	August 3-10, 2005	August 3-10, 2006	August 25-31, 2007
Average Daily Flow (MGD)	1.58	2.038	2.408
Peak Daily Flow (MGD)	2.21	3.059	3.16

Comparing the dry weather average daily flow and peak flow for the Western Outfall (Basin 001) shown in Table 11 with the annual average daily flow and peak flow shown in Table 12 offers a perspective of the impact of infiltration and inflow upon the interceptor. For CY 2007, there is observed the closest relationship between the average daily flows in both the dry weather condition and the annual average. This seems to point to the extended dry weather conditions that prevailed during the late spring, summer and fall of 2007 and the resulting dry antecedent moisture content of the Western Outfall Basin, itself. For this reason, CY 2006 data was used to calibrate dry weather diurnal patterns rather than the somewhat anomalous conditions prevailing CY 2007. Peak numbers did change dramatically as that is more reflective of the intensity and duration of the more severe storms that did occur.

Table 12: Comparison of Western Outfall flows in consecutive calendar years.

Annual Averages	CY 2006	CY 2007	CY 2008	CY 2009
Average Daily Flow (MGD)	2.95	2.87	4.37	3.50
Peak Daily Flow (MGD)	13.12	17.81	13.77	9.09

The Western Outfall overflow device will activate when the interceptor reaches a

7.5 MGD flow rate. This occurred during 21 different events during calendar year 2007 (see Table 9) for about 274.75 total hours of activity. Given that there are 8,760 hours in 365 days, then the Basin 001 overflow device was active 3.14 % of the time. See Table 13 below for how this compares with previous years.

Table 13: Comparison of duration of bypass events in the Western Outfall for consecutive calendar years.

Comparison of Event Durations	CY 2005	CY 2006	CY 2007
Number of Active Events	36	29	21
Total Hours of Bypass	198.32	203.75	274.75
Total % Time the CSO was Active	2.26	2.33	3.14

Table 14: Contribution of Town Sewer Districts to the Western Outfall.

Total MG per Year	CY 2005	CY 2006	CY 2007	CY 2008	CY2009
Sewer District 2	41.04	42.62	47.23	45.22	35.71
Sewer District 3	15.87	17.09	11.79	17.57	18.10
Sewer District 4/5	64.77	61.15	58.65	64.03	53.21
Summit Wood					14.27
Annual Total	121.68	120.86	117.67	126.82	107.02
% Total Western Outfall Flow	9.6%	10.0%	11.2%	8.0%	8.4%
% Total POTW Flow	2.8%	3.0%	3.3%	2.7%	2.6%

All flows in Table 14 are recorded except for Summit Wood. Summit Wood estimated flow is based on 200 units at 2.3 capita per unit at 85 gpcd. The Town of

Watertown Sewer Districts 2, 3, and 4/5 (which includes the Watertown Correctional Facility) and the Summit Wood Apartment Complex all tie into the Western Outfall interceptor up stream of its overflow device. Sewer District 4/5 connects at the southern extremity of Washington Street as it crosses the City border. Proceeding clockwise about the perimeter of the City, Summit Wood then connects at Iroquois Avenue West at its most southwest point. Sewer District 2 connects at the western extremity of Arsenal Street as it crosses the City border, and Sewer District 3 connects north of Coffeen Street and immediately upstream of the overflow device. These sewer districts are fully separated systems and their discharges into the City system are uniform. Table 14 above presents their respective contributions. NOTE: two additional sewer districts connect to the City's CSS but not by means of the Western Outfall Interceptor (see Figure 16).

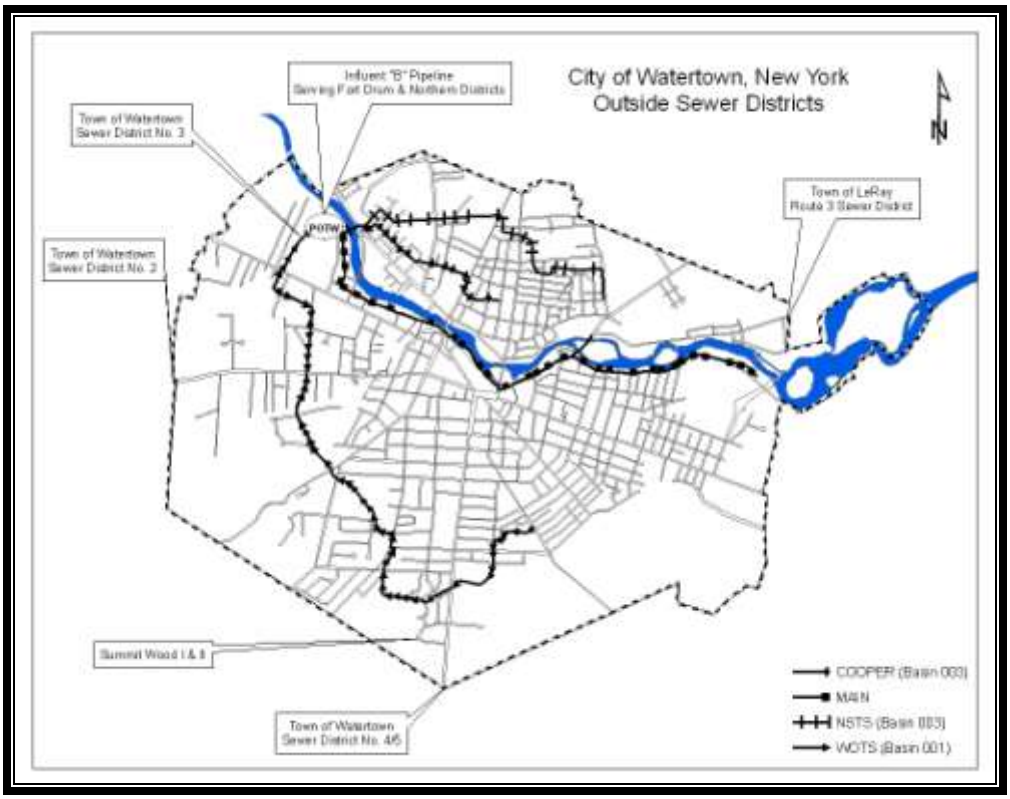


Figure 16: Outside Sewer Districts and the points of connection to the City's CSS

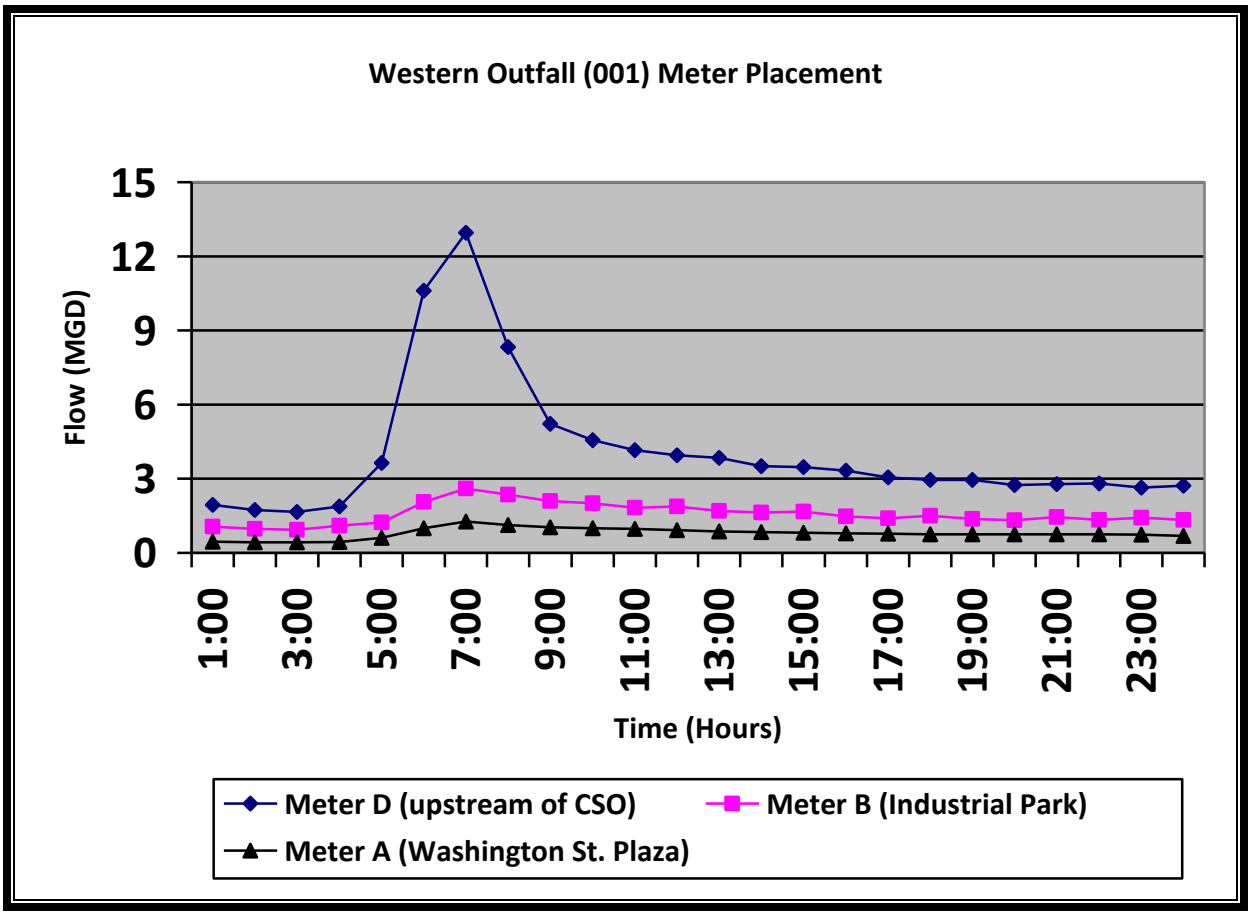


Figure 17: Specific metered flows in the Western Outfall Basin (001) June 17, 2006 Storm

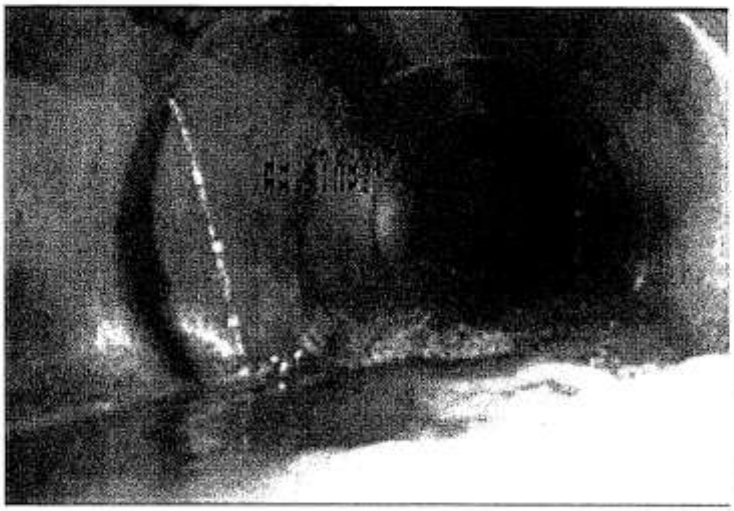
During the summer of 2006, attempts were made to pinpoint the exact location of a significant inflow anomaly exhibited in the Western Outfall (001). Reference is made to Figure 14 for specific lettered meter locations. As is indicated in Figure 17 above, meter D (upstream of CSO) is recording a significant inflow anomaly in response to the storm not present in meters B and A. Meters were located at A, B, and D for June 2006; B, C, and D for July and August of 2006; and C, E, and D for September 2006. Flow in the Western Outfall as shown in Figure 14 proceed from A to D. Investigations during the summer of CY 2009 revealed a large degree of leakage at pipe joints downstream of E and upstream of D. This section of the

interceptor is located in a surface storm channel draining the Arsenal and Coffeen Street Storm Basin west of Bellow Avenue. The storm channel contains running water following storm events, placing additional pressure upon the section of the interceptor buried in the saturated ground below the channel. The joint leakage is analogous to that discovered in the Kelsey Creek Basin discussed below and accounts for the anomaly presented in Figure 17 above. Figure 18 below presents a page from the City's approved Capital Budget and summarizes a $682,000 "in-situ lining" project intended to address the inflow anomaly in the Western Outfall Interceptor. The HYDRA model employed in the LTCP supports the observation that should this project correct the anomaly then further overflow events at CSO 001 would be rare if not altogether eliminated. As a further benefit, bypass events at Device 004 that had been aggravated by the Western Outfall inflow anomaly should likewise become just as rare. The project is scheduled to commence during the current fiscal year 2010-11.

Impairments identified in the Western Outfall Basin (001):

- **Inflow anomaly existing downstream of Wealtha Ave and upstream of CSO 001 (see Figures 17 and 18); and**
- **"Normal" or "simple" infiltration (see Section III.E for definition) at a rate of 1.18 MGD or 58.4% of its dry weather flow (see Table 30 for more detail).**

FISCAL YEAR 2010-2011
CAPITAL BUDGET
INFRASTRUCTURE
SANITARY SEWER CONSTRUCTION

PROJECT DESCRIPTION	COST
WOTS Lining: Wealtha Ave. to Diversion Structure This project involves the Slip Lining of approx. 2800 LF of the Western Outfall Trunk Sewer from Wealtha Avenue to the WWTP diversion structure. This project will eliminate large amounts of infiltration from entering the sewer and is part of the City's Long Term Control Plan.  15 year bond with FY 2011-12 projected debt service of $73,429	$682,000
TOTAL	$682,000

265

Figure 18: Approved Capital to address the Western Outfall Flow Anomaly.

2. Kelsey Creek Basin (003):

The Kelsey Creek Basin (003) is the City's second largest basin, encompassing 766 acres or 16.0% of the acreage upstream of an active CSO device. It contains 13.9 miles of sewers, or 19.2% of the total studied in this LTCP. It also contains 17,637.5 feet of combined sewers (25.4% of the total combined sewers studied in this LTCP). River Sample Point 4 is immediately downstream of this basin. Table 15 below presents a more detailed summary of the pipes that comprise the Kelsey Creek Basin (003).

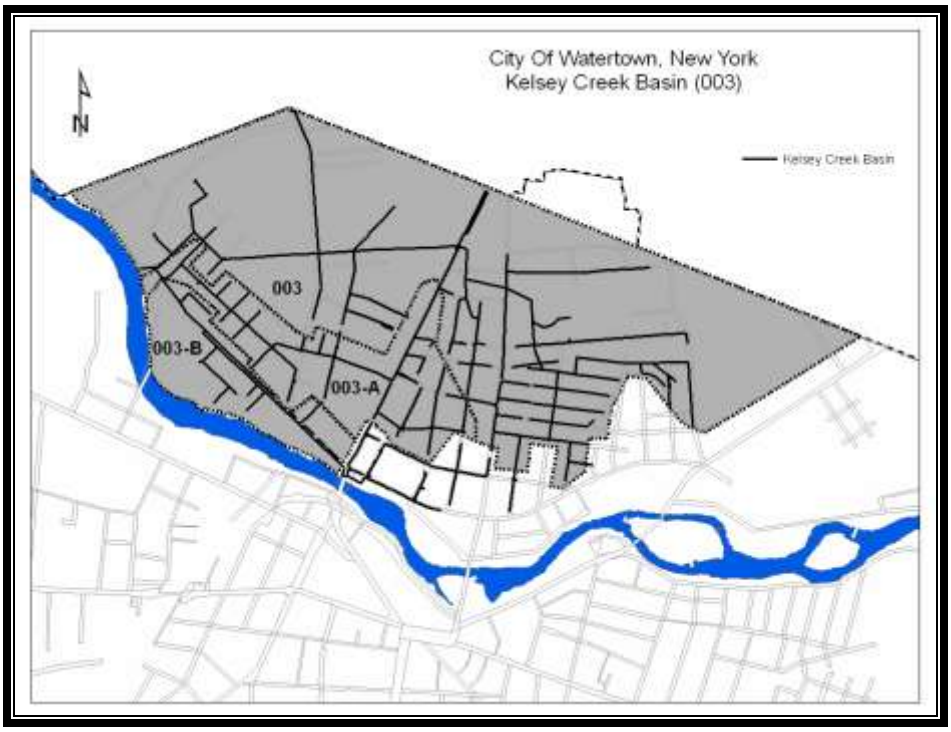


Figure 19: Kelsey Creek Basin (003)

Note in the south central periphery of Basin 003 in Figure 19 above, piping is indicated in the "white area" outside the basin. These are part of Basins 009 and 010 whose CSOs have been eliminated. These "boundary pipes" so indicated discharge directly into sanitary pipes in Basin 003-B or 003 as is shown in Figure 19.

Table 15: Summary of Pipes in Basin (003)

Basin 003	Total Length in Feet			
Pipe Diameter	CSTS	NSTS	non-Trunk Sewer	Total
6"		416		416
8"	6,085	11,130	3,852	21,068
10"	7,587	10,093	2,333	20,013
12"	2,276	6,802	5,543	14,621
15"	449	1,850	333	2,632
18"	142	2,222	1,077	3,441
20"	411			411
24"	3,156	1,514		4,670
30"	2,607	1,077	176	3,860
36"		2,200		2,200
45"		214		214
Total (Feet)	**73,547**	**37,519**	**13,314**	**73,547**
Total (Miles)	**13.9**	**7.1**	**2.5**	**13.9**

Monitoring focused upon the Kelsey Creek Basin (003) in September and October 2007. During late September, meters were relocated from their original positions due to logistics difficulties encountered with the original locations. Ultimately, a meter was placed immediately upstream of the CSO and meters were placed in each the North Side Trunk Sewer (NSTS) and the Cooper Street Trunk Sewer (CSTS) immediately upstream of their respective confluence. Three rainfall events were captured in October 2007. The October 13-14, 2007 storm is shown in Figure 20 below. Note the relative insignificant impact the storm had on the NSTS and the very significant impact it had on the remaining two meters. The CSO for the Kelsey System is physically located in the stream bed of Kelsey Creek. A portion of the NSTS is also in the stream bed upstream of the CSO and downstream of the NSTS meter location. The pipe joints in this section of the NSTS are deteriorated

and large quantities of water enters the pipe from the stream bed. Figure 21 below is a section of this pipe within the stream bed and clearly captures the adverse impact.

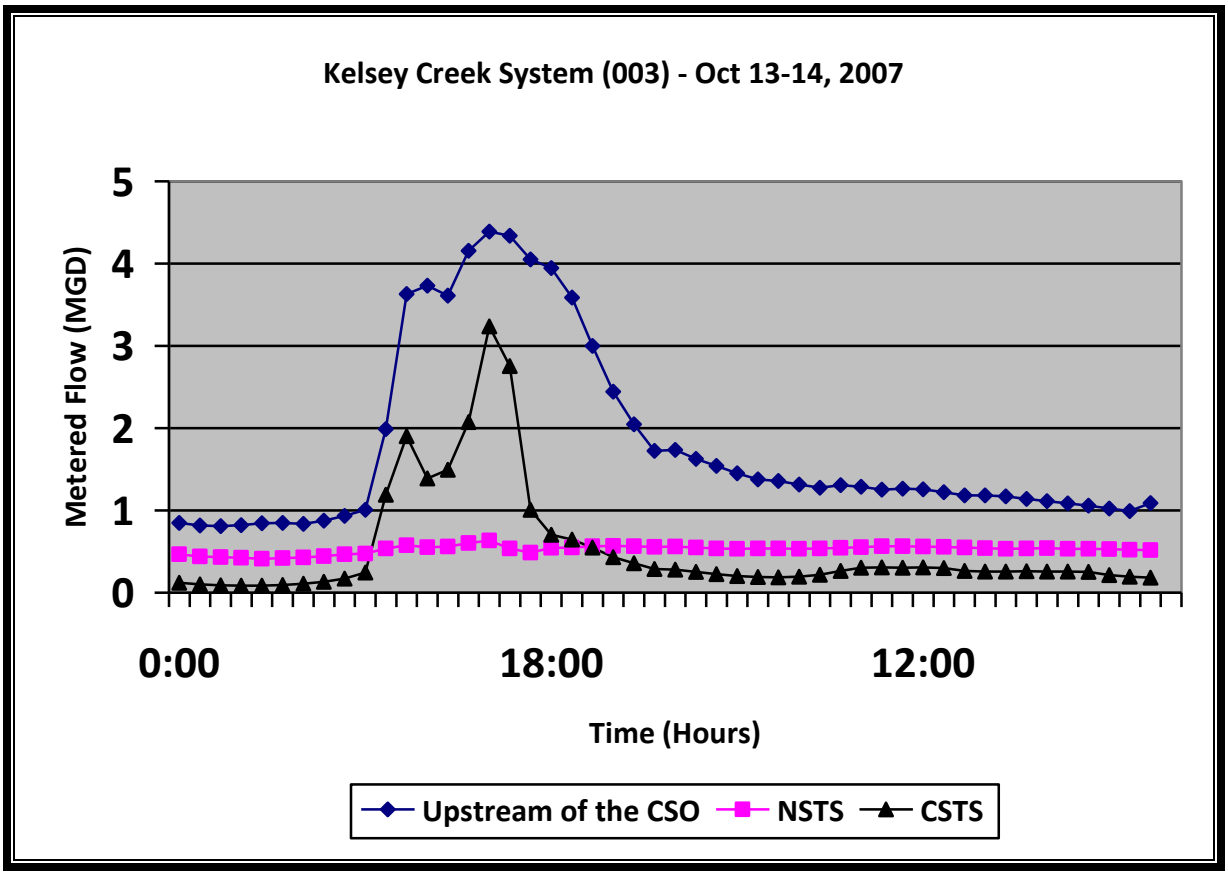


Figure 20: Metered flows (MGD) in the Kelsey System (003) October 13-14, 2007

Very large percentages of both infiltration and rapid infiltration in the NSTS pipes immediately upstream of the CSO and in the Cooper Street Trunk Sewer were needed to enable the model to approach actual conditions measured and recorded.

Figure 21: NSTS upstream of the Kelsey Creek Basin (003) CSO

Figure 22 below details a more expanded look at the storm featured in Figure 20. In Figure 22, the three storms that had occurred back to back culminating in the October 13-14, 2008 storm are presented. The CSTS and the NSTS are presented in "stacked area graph format" meaning that the NSTS contribution is physically lying on top of the CSTS contribution and the total height achieved in the stack represents the total contribution the two of them made together. Superimposed upon the two trunk sewer contributions is the measurements recorded just upstream of the Kelsey Creek CSO. Note that before the first storm had hit, the meter at the CSO was actually recording a flow equal to the summation of the two trunk sewers. But note also that following the first storm, the meter at the CSO was recording flows in the order of 0.5 MGD greater than the summation of the two trunk sewers. Before the first storm, the Kelsey Creek stream bed was dry and there was no rapid infiltration as shown in Figure 21. Following the first storm and continuing

thereafter the streambed was flowing and the infiltration of that section of the NSTS downstream of the NSTS meter but upstream of the CSO meter (that section of the NSTS in the streambed) is this very differential now clearly shown in Figure 22. There is water in the stream bed at least 10 months of the year and the rapid infiltration is in the order of 0.5 MGD when it occurs. This would account for something in the order of 150 million gallons of unwanted rapid infiltration per year. Figure 22 also zeros in on the fact that a significant amount of inflow in the Kelsey Creek system has its source in the CSTS.

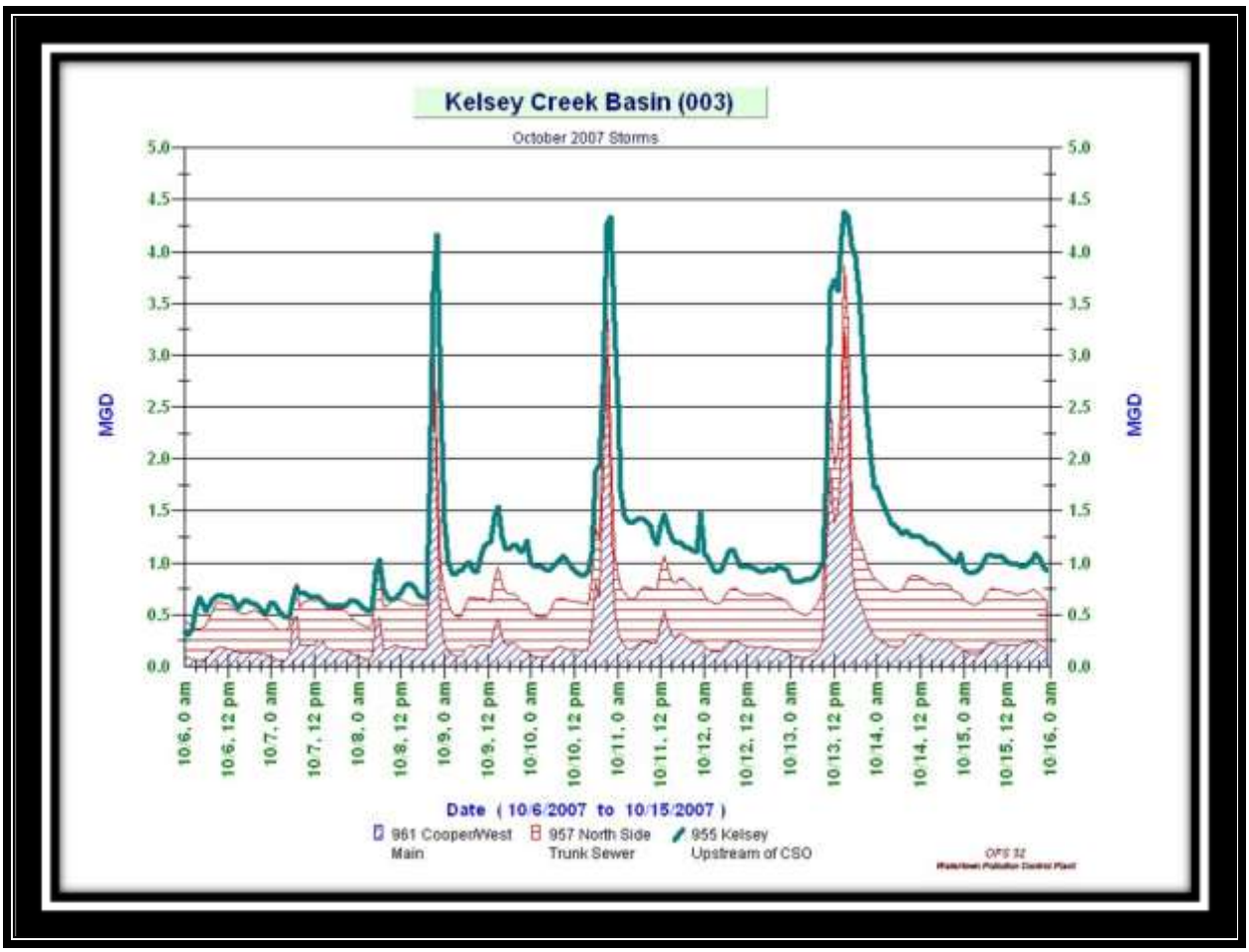


Figure 22: Kelsey Creek Basin's physical response to a series of storms.

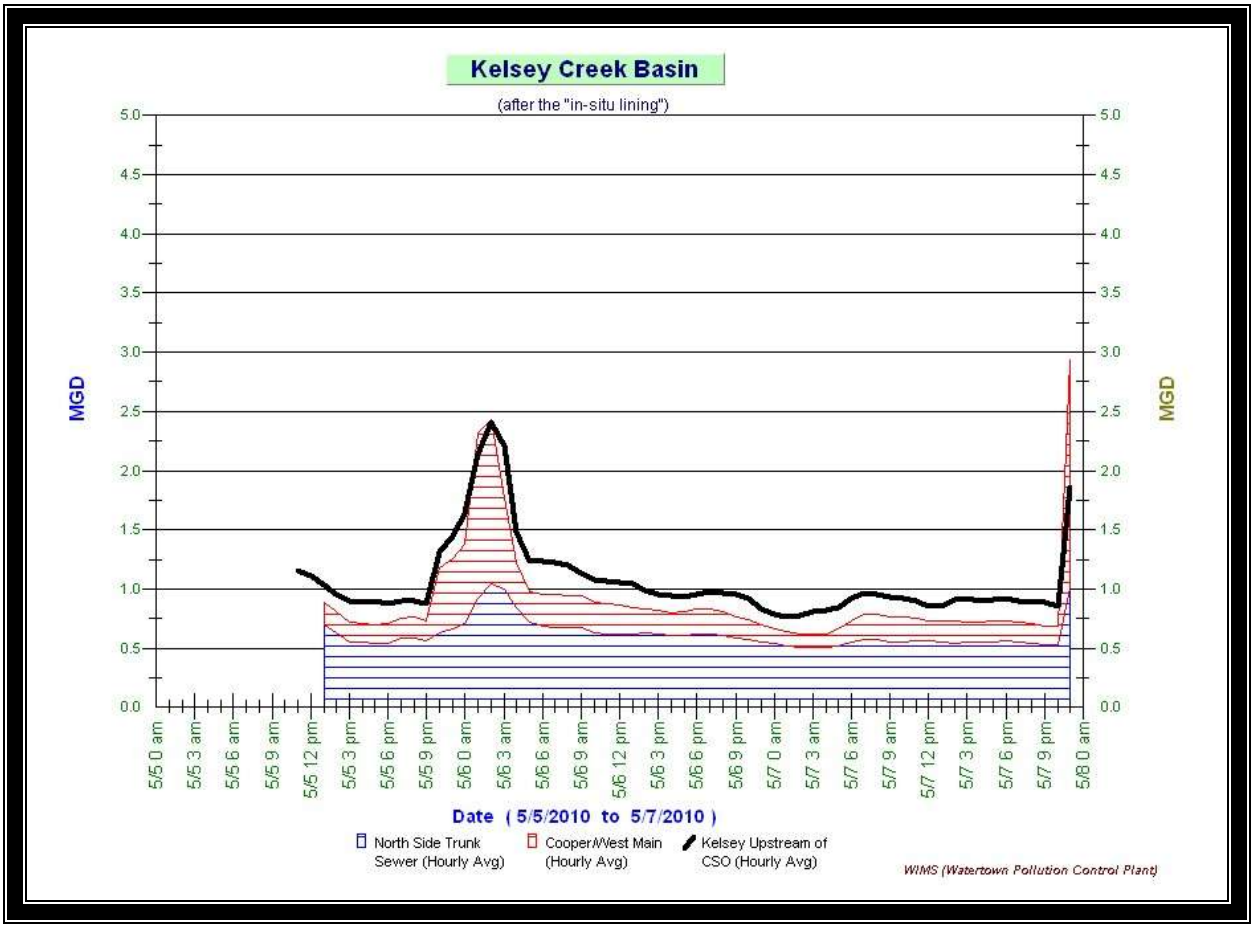


Figure 23: Kelsey Creek Basin response to May 5-7, 2010 Storm (after "in-situ lining")

During the Fall of 2009, the critical section of the Kelsey Creek interceptor within the Creek Bed was "in-situ lined." Figure 23 above shows a Kelsey Creek condition after the "in-situ lining" with a captured storm and Creek bed conditions analogous to that presented in Figure 22. The approximately 500,000 gallons per day differential presented in Figure 22 has been reduced to 157,200 gallons per day in Figure 23. The "before and after" conditions intended to be highlighted in Figures 22 and 23 document the improvement accomplished by the project. The total work envisioned in the project was not complete when the May 2010 event occurred (manhole leakage and other close out efforts were yet to be addressed by the contractor). The results are encouraging.

Impairments identified in the Kelsey Creek Basin (003):

- **Inflow anomaly in the most downstream sections of the NSTS addressed in the Fall of 2009 and presented in Figures 22 and 23;**
- **Large degree of inflow comprehensively existing in the CSTS (25.4% of all combined sewers exist in Basin 003, predominately in the CSTS component of the Basin); and**
- **"Normal" or "simple" infiltration (see Section III.E for definition) at a rate of 0.85 MGD or 69.1% of its dry weather flow (see Table 30 for more detail).**

3. Van Duzee Street Basin (005):

Basin 005 encompasses some 46 acres. Table 29 below presents the activity of the City's CSOs for the first twelve consecutive months tilt sensor devices were installed atop of the respective CSO weirs (see Section III.D.15. below for details). Basin 005 is the first of the five basins to exhibit "zero activity" during this initial twelve month period (May 2009 to Apr 2010). Since it is believed that the second consecutive twelve month period (May 2010 to Apr 2011) currently being monitored will confirm the inactivity of the basin resulting in the possible recommendation to eliminate the overflow device, other than the summary of pipes in Table 16 below, no other information is offered in this report for Basin 005.

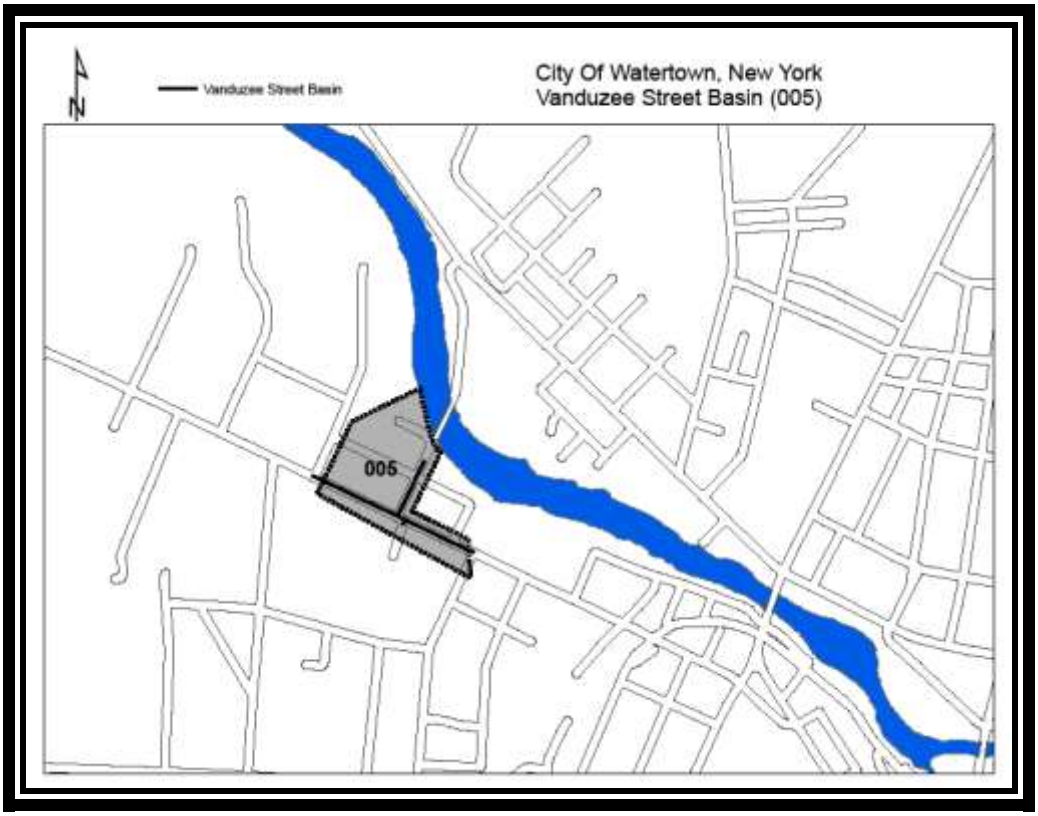


Figure 24: Van Duzee South Basin 005.

Basin 005	Total Length in Feet		
Pipe Diameter	Trunk Sewer	non-Trunk Sewer	Total
			-
8"		1,557.0	1,557.0
20"		531.0	531.0
			-
			-
Total (Feet)	**-**	**2,088.0**	**2,088.0**
Total (Miles)	**-**	**0.4**	**0.4**

Table 16: Summary of Pipes in Basin 005.

4. Cedar Street Basin (006):

Basin 006	Total Length in Feet		
Pipe Diameter	Trunk Sewer	non-Trunk Sewer	Total
6"		310	310
8"		5,462	5,462
10"		2,181	2,181
12"		2,103	2,103
18"		1,808	1,808
24"		278	278
			-
Total (Feet)	**-**	**12,142**	**12,142**
Total (Miles)	**-**	**2.3**	**2.3**

Table 17: Summary of Pipes in Basin 006.

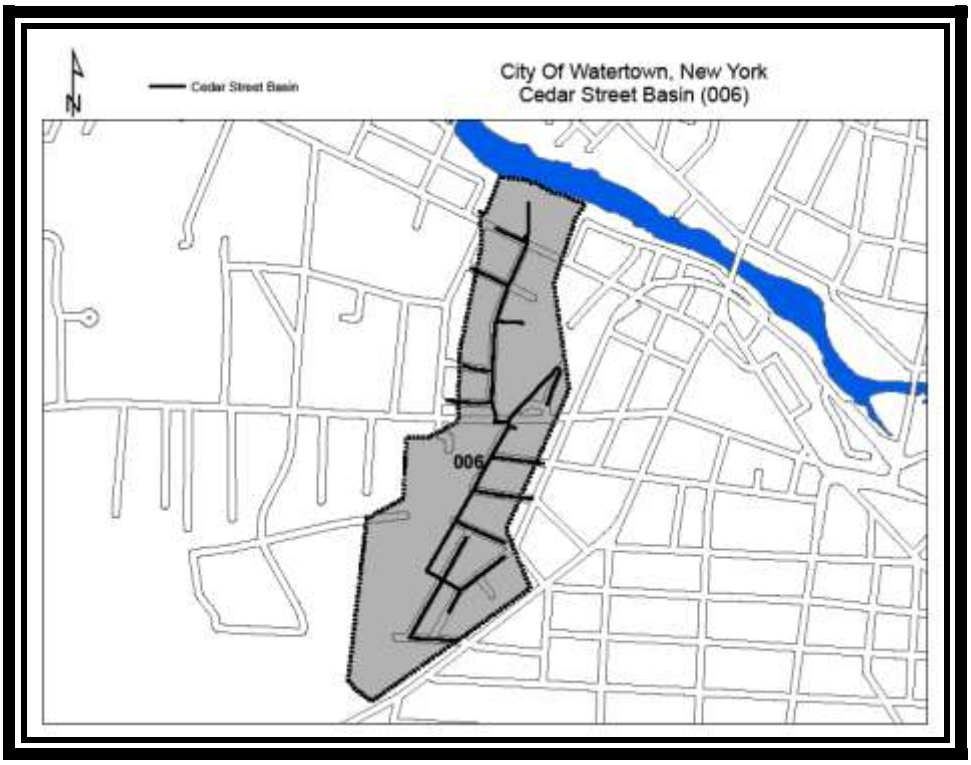


Figure 25: Cedar Street Basin 006.

Basin 006 encompasses some 115 acres. Again, reference is made to Table 29 and Section III.D.15 below concerning the activity of the City's CSOs and the tilt sensor devices. Basin 006 is the second of the five basins to exhibit "zero activity" during the referenced twelve month period. Since it is believed that the second consecutive twelve month period (May 2010 to Apr 2011) currently being monitored will confirm the inactivity of the basin resulting in the recommendation to eliminate the overflow device, other than the summary of pipes in Table 17 above, no other information is offered in this report for Basin 006.

5. Engine Street Basin (007):

Table 18: Summary of the pipes that comprise the Engine Street Basin (007)

Basin 007	Total Length in Feet		
Pipe Diameter	TRA Sewer	non-Trunk Sewer	Total
6"		378	378
8"		18,821	18,821
10"		12,808	12,808
12"		3,802	3,802
15"		4,000	4,000
20"		1,683	1,683
21"		1,363	1,363
24"		769	769
36"	398		398
51"	1,435		1,435
60"	7,365		7,365
			-
Total (Feet)	**9,198**	**43,624**	**52,822**
Total (Miles)	**1.7**	**8.3**	**10.0**

The Engine Street Basin (007) is the City's third largest basin encompassing 465 acres or 9.7% of the acreage upstream of an active CSO device. The basin contains 10.0 miles of sewers, or 13.8% of the pipes studied in this LTCP. This is the "most combined" basin of the City with 28,333.1 feet of combined sewers (40.8% of the total combined sewers studied in this LTCP). River Sample Point 3 is immediately

downstream of this basin. It will be shown below that this is the basin most "detected" on the Black River when the CSOs are active. Table 18 above presents a more detailed summary of the pipes that comprise the Engine Street Basin (007).

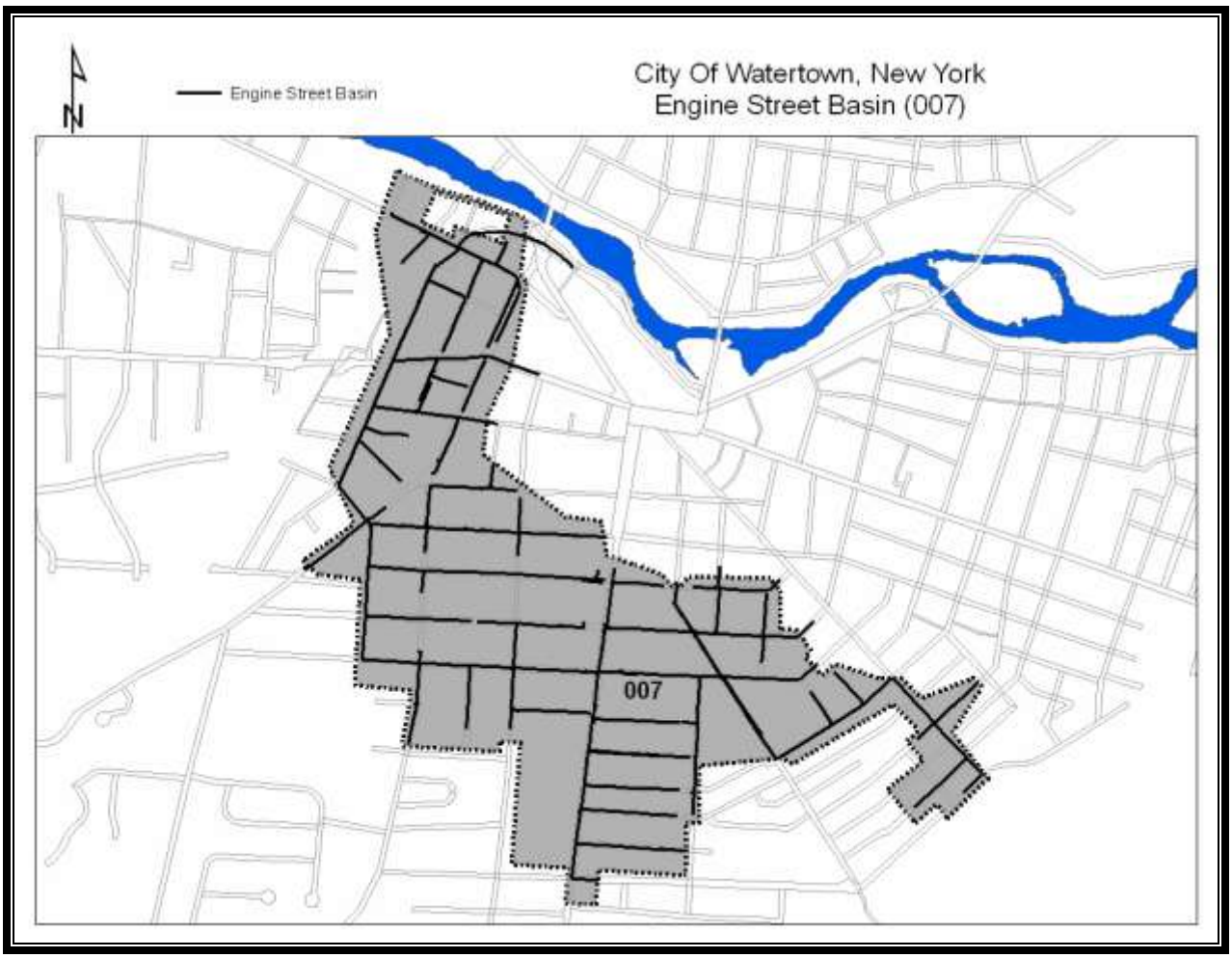


Figure 26: Engine Street Basin (007)

A portable area/velocity flow monitor was placed in Basin 007 CSO device channel May – August 2006, and repeated again in CY 2007. If flow within the channel reaches the elevation of an overflow weir, the portion that overflowed is directed to the Black River. The volume remaining in the channel is directed to the Main Trunk Sewer. Monitoring conducted during CY 2007 confirmed the consistency

of the regulating device placed downstream of CSO 007 carrying captured flow to the Main Trunk Sewer thus validating the assumption that bypass flow would be that which exceeds the regulated volume. The regulating device is an 18" concrete pipe placed at a slope of 0.28%. The Manning Equation presented below proved to be consistently accurate and results in a maximum 3.425 MGD for the Engine Street CSO flows to the Main Trunk Sewer. Any flow in the Basin 007 above this threshold will be diverted to the Black River.

$$Q = \frac{0.463}{n} D^{8/3} S^{1/3}$$

Where: **S = slope in feet per 1,000 feet**
D = inside diameter of pipe in feet
n = the Manning roughness coefficient (0.013)

The weir plate within the CSO device was replaced in December 2006. During the dry weather period of August 1 through August 7, 2006 reliable flow data was obtained and diurnal data was plotted. Here the basin average daily flow was 0.696 MGD; its peak flow rate was 1.267 MGD and its minimum flow rate was 0.111 MGD. The dry weather diurnal flow pattern for the Engine Street Sewer is presented below in Figure 27.

Impairments identified in the Engine Street Basin (007):

- **Large degree of inflow comprehensively existing throughout Basin 007 (40.1% of all combined sewers exist in Basin 007);**
- **"Normal" or "simple" infiltration (see Section III.E for definition) at a rate of 0.24 MGD or 36.4% of its dry weather flow (see Table 30 for more detail);**

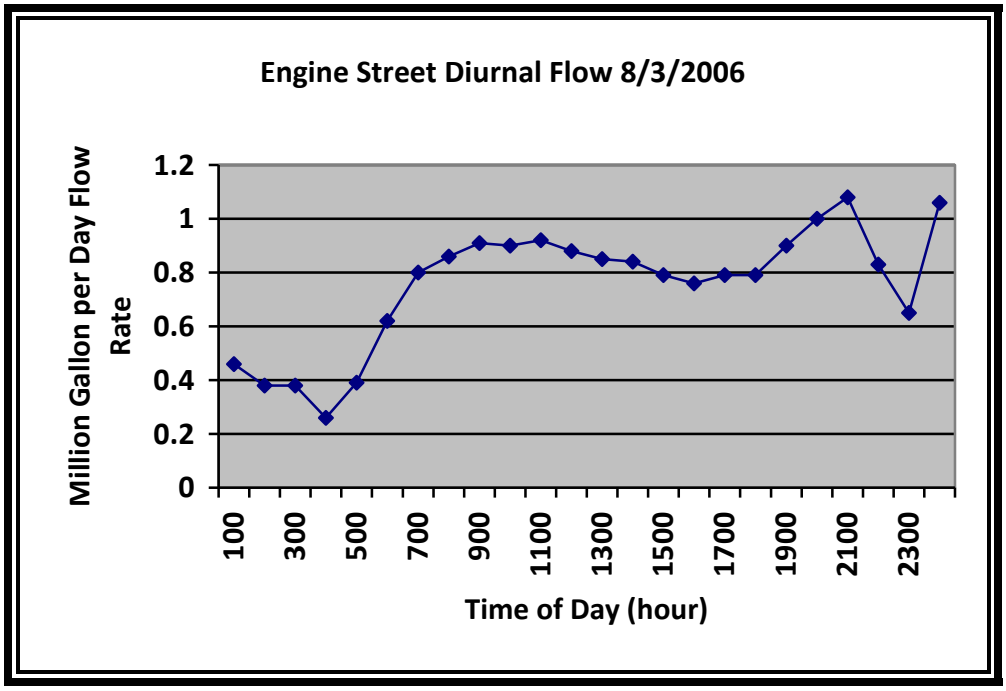


Figure 27: Engine Street Basin (007) Diurnal Flow (Typical)

6. Arch Street Basin (011):

Basin 011	Total Length in Feet		
Pipe Diameter	Trunk Sewer	non-Trunk Sewer	Total
			-
8"		570	570
10"		250	250
12"		800	800
14"		1,478	1,478
18"		372	372
24"		349	349
			-
Total (Feet)	**-**	**3,819**	**3,819**
Total (Miles)	**-**	**0.7**	**0.7**

Table 19: Summary of Pipes in Basin 11.

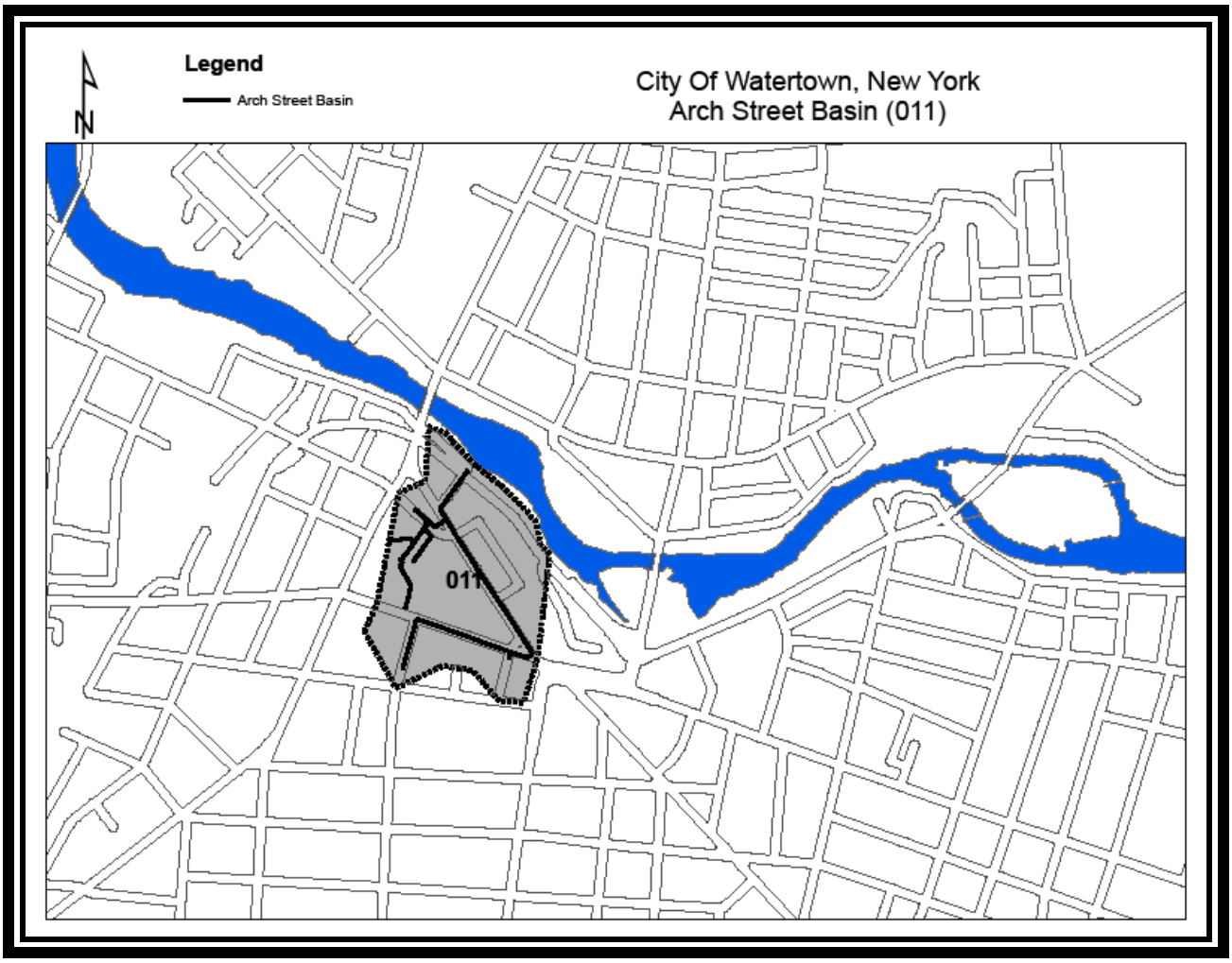


Figure 28: Arch Street Basin 011.

7. J.B. Wise Basin (012):

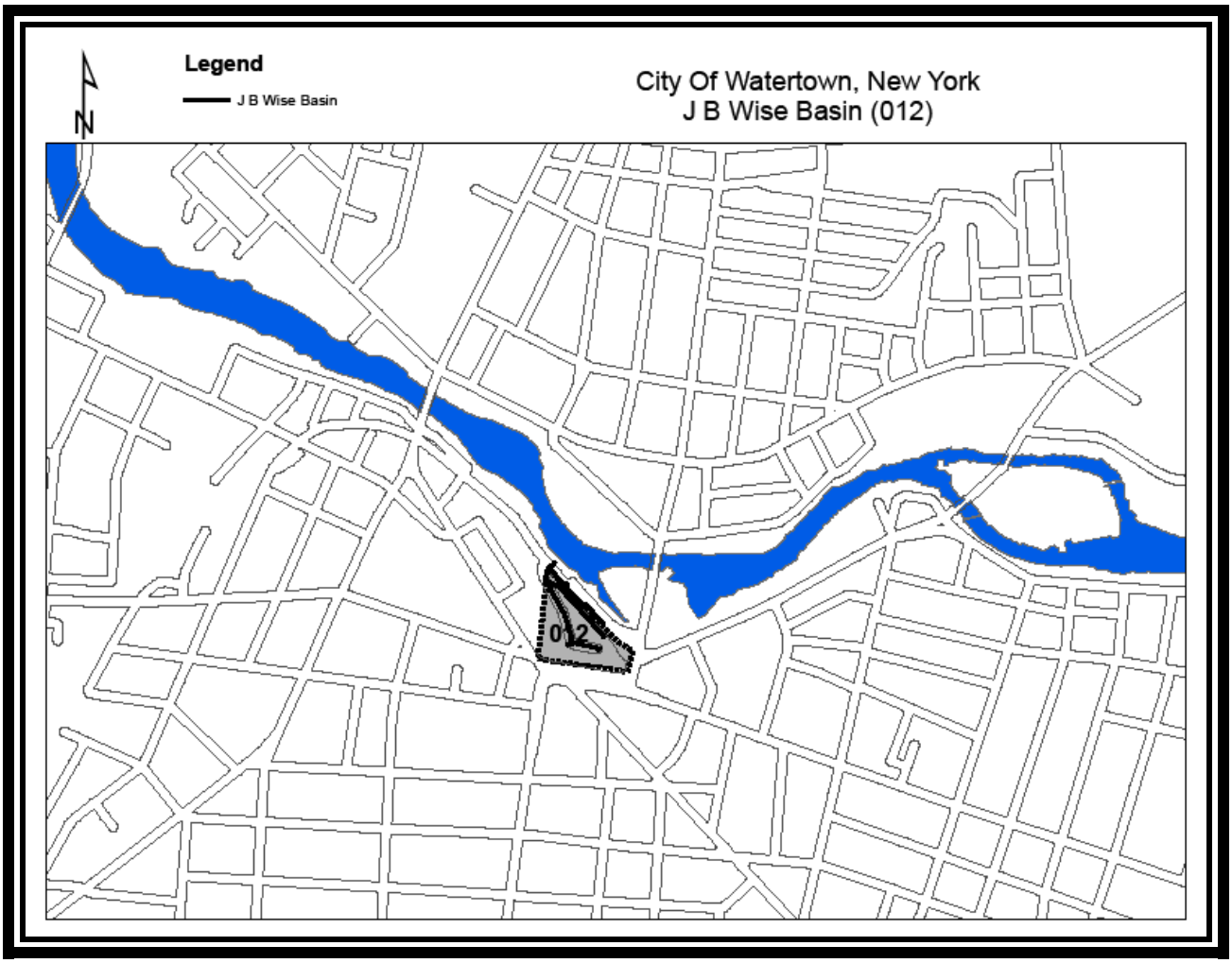


Figure 29: JB Wise Basin 012.

Basin 012 is 11 acres in size with Table 20 below offering the summary of pipes that comprise the basin. It is the most active of all the City's CSOs as indicted in Table 29 below with some 27 overflow events documented in a twelve consecutive month period. The approved JB Wise Parking Lot Improvement Project detailed in Figure 26 below will result in the elimination of CSO 012. The scheduling of the

project is, however, constrained. The NYSDEC Region 6 has put the City on notice that portions of the former Niagara Mohawk manufactured gas plant once located on Anthony Street and adjacent to the downtown parking lot may have contaminated some of the area within the City's proposed project. If the NYSDEC confirms the existence of contamination on the City's project site, appropriate cleanup would be required. This issue must be fully identified and scoped with appropriate liabilities properly assumed before the City can proceed. Because the elimination of CSO 012 is the City's pending plan, no further information relative to Basin 012 is offered in this report.

Basin 012	Total Length in Feet		
Pipe Diameter	Trunk Sewer	non-Trunk Sewer	Total
			-
12"		765	765
15"		141	141
18"		100	100
24"		737	737
			-
Total (Feet)	**-**	**1,743**	**1,743**
Total (Miles)	**-**	**0.3**	**0.3**

Table 20: Summary of Pipes in Basin 012

FISCAL YEAR 2010-2011
CAPITAL BUDGET
FACILITY IMPROVEMENTS
J. B. WISE PARKING LOT

PROJECT DESCRIPTION	COST
Design and reconstruct the parking lot with a partially covered pedestrian connection from Public Square to the Riverwalk, new vehicle drives from Public Square, Court Street and Black River Parkway, and related signage, landscaping, and lighting. The project also includes the replacement of 1,100 l.f. ± of 100+ year old 16" water main and will eliminate one of the City's combined sewer overflows through the construction / separation of a storm and sanitary sewer.	$ 880,000

Source of Funds	
2005 NYS EPF grant	$310,000
2007 NYS EPF grant	$500,000
2006/07 General Fund Capital Budget	$310,000
2008/09 General Fund Capital Budget	$500,000
2010/11 General Fund Capital Budget	$775,000
2006/07 Water Fund Capital Budget	(*) $200,000
2008/09 Sewer Fund Capital Budget	$200,000
2010/11 Sewer Fund Capital Budget	$105,000
(*) Amount adopted was $400,000 but current cost estimate is only $ 200,000	$2,900,000

Fund	Debt to be Issued	Term	Estimated FY 2011/12 Debt Service
General Fund	$1,579,313	10 years	$222,683
Water Fund	$205,768	15 years	$22,154
Sewer Fund	$301,214	15 years	$32,431

TOTAL	$ 880,000

247

Figure 30: Approved Capital Project – JB Wise Parking Lot Improvements.

8. Main Ave Basin (013):

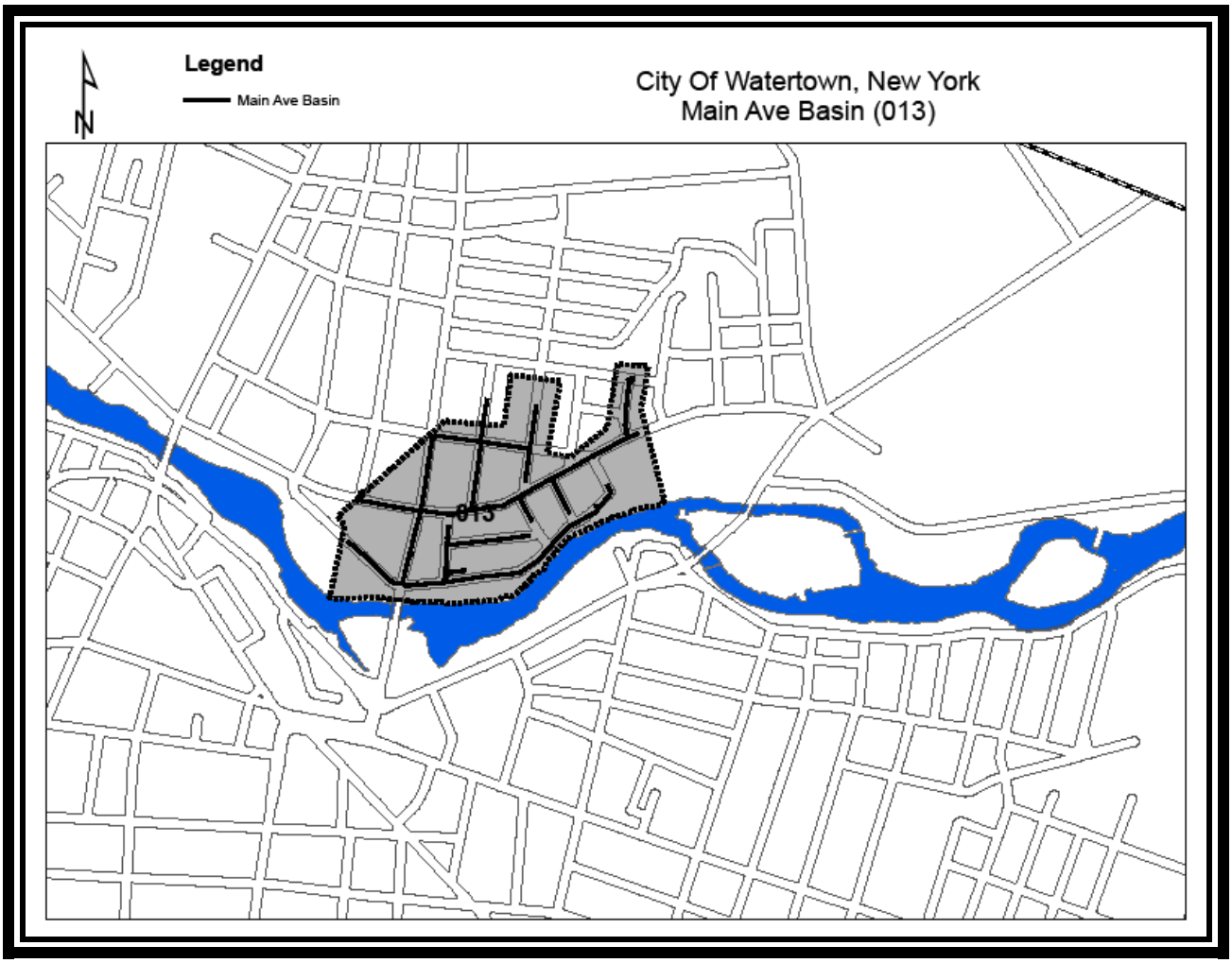


Figure 31: Main Ave Basin 013.

Basin 013	Total Length in Feet		
Pipe Diameter	Trunk Sewer	non-Trunk Sewer	Total
8"		3,348	3,348
10"		2,637	2,637
12"		454	454
15"		1,011	1,011
20"		223	223
24"		944	944
			-
Total (Feet)	**-**	**8,617**	**8,617**
Total (Miles)	**-**	**1.6**	**1.6**

Table 21: Summary of Pipes in Basin 013.

9. Factory Street Basin (016):

Basin 016	Total Length in Feet		
Pipe Diameter	Trunk Sewer	non-Trunk Sewer	Total
8"		4,629	4,629
12"		3,103	3,103
15"		1,060	1,060
			-
Total (Feet)	**-**	**8,792**	**8,792**
Total (Miles)	**-**	**1.7**	**1.7**

Table 22: Summary of Pipes in Basin 16.

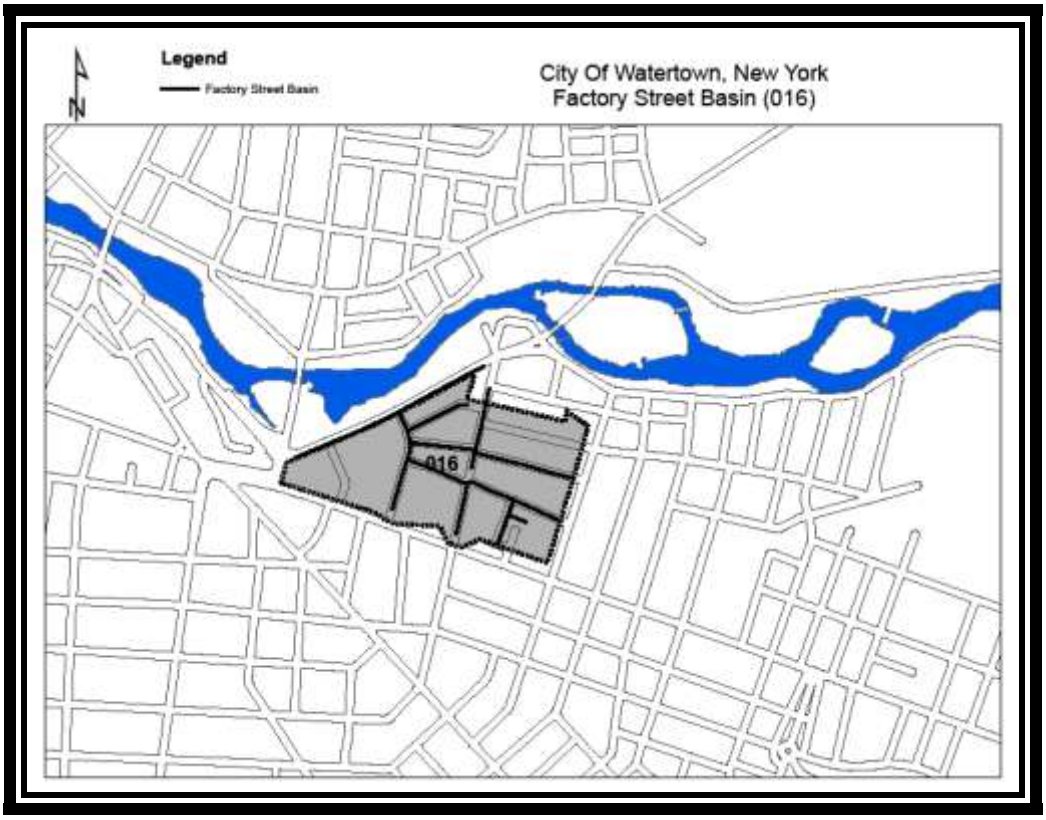


Figure 32: Factory Street Basin 016.

10. Pearl Street Basin (019):

The Pearl Street Basin (019) is the City's fourth largest, encompassing 379 acres or 7.9% of the total acreage upstream of an active CSO device. The basin contains 3.2 miles of sewers (4.4% of the total studied in this LTCP). Table 23 below presents a more detailed summary of the pipes that comprise the Pearl Street Basin (019).

A portable area/velocity flow monitor was placed in the vicinity of the CSO in its

upstream pipe during August 2006. Similar to Basin 007, an overflow weir exists within the CSO device. Water not overflowing would be directed to the Main Interceptor. Average dry weather flow was 0.0994 MGD, with its peak dry weather flow rate being 0.178 MGD, and its minimum being 0.032 MGD. Figure 28 below presents the diurnal pattern for the basin for the dry weather flow.

Table 23: Summary of the pipes that comprise the Pearl Street Basin (019)

Basin 019	Total Length in Feet		
Pipe Diameter	Trunk Sewer	non-Trunk Sewer	Total
			-
8"		4,193	4,193
10"		7,745	7,745
12"		867	867
15"		463	463
18"		400	400
20"		386	386
21"		2,005	2,005
24"		755	755
30"		32	32
			-
Total (Feet)	**-**	**16,847**	**16,847**
Total (Miles)	**-**	**3.2**	**3.2**

A component of the Pearl Street basin flows would be the contribution from the Town of LeRay Route 3 Sewer District (RT3) connecting downstream of its pumping station and at the extreme northeast point of the Water Street sewer (a tributary to the Pearl Street basin). This accounts for the sharp, pulse character of the Basin 019 diurnal pattern as presented in Figure 34.

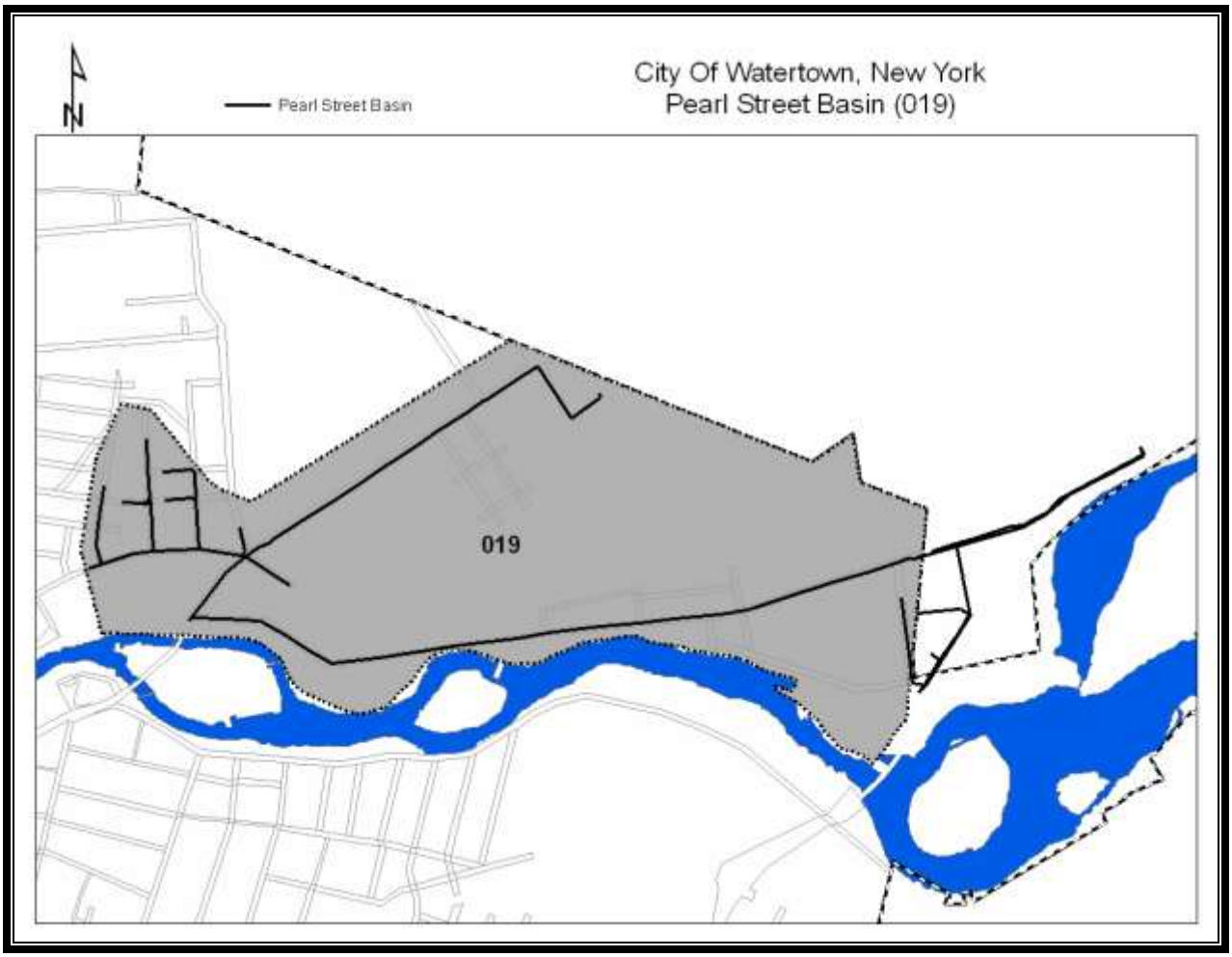


Figure 33: Pearl Street Basin (019)

A synopsis of the monthly contributions from RT3 since its "startup" December 2003 in total gallons per month is presented in Table 24.

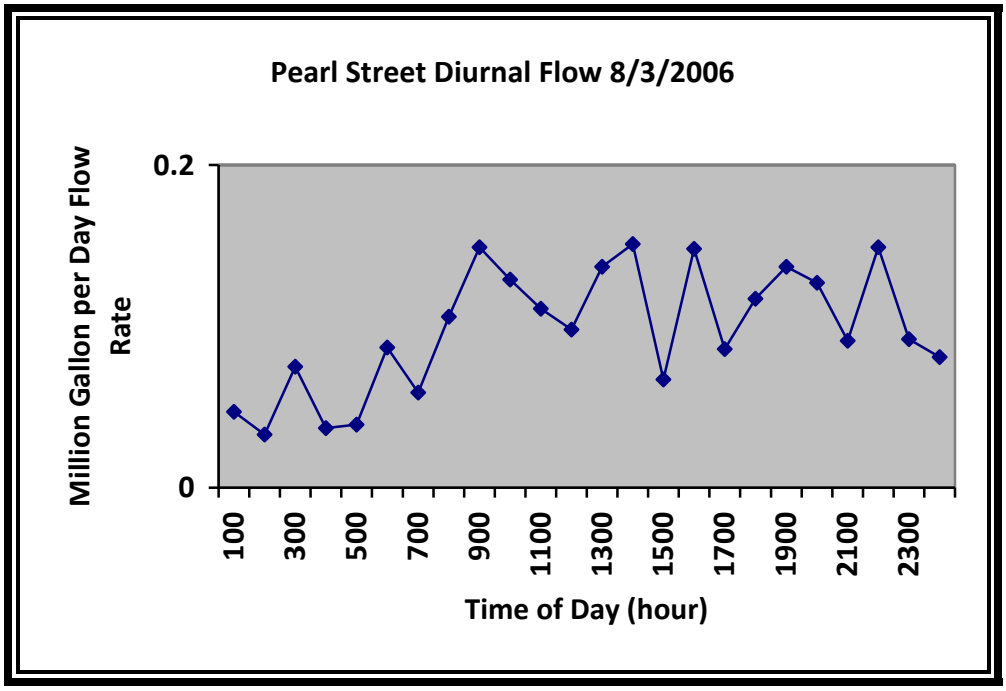


Figure 34: Pearl Street Basis (019) Diurnal Flow (Typical)

RT3 is a new, separated, commercial/residential developed sewer district. Its flows are uniform and not significantly impacted by either infiltration or inflow. Comparing the total volume of wastewater from Basin 019 for August 2006 (3,087,600 gallons – the only month Basin 019 flows were monitored and recorded) with the RT3 contribution for August 2006 (1,794,219 gallons), RT3 contributed 58.1 % of the basins total flow during the month. Comparing the RT3 flows for the total calendar year with the total POTW flows for the same year indicates that RT3 contributed 0.49 % in CY 2004, 0.58 % in CY 2005, 0.63 % in CY 2006, and 0.69% in CY 2007. While the percentages may seem to indicate that the RT3 flows are increasing, this is in fact not the case. The lower than normal precipitation for CY 2007 resulted in a decrease in total POTW volume treated. This rendered the RT3 component a larger share of the total.

Table 24: Flow contributions from the RT3 Sewer District.

Gallons per Month	CY 2004	CY 2005	CY 2006	CY 2007
Jan	1,069,050	2,039,447	2,872,139	2,035,851
Feb	1,202,113	1,894,756	2,528,559	1,711,269
Mar	1,540,619	2,071,584	2,705,970	3,275,432
Apr	1,968,569	2,464,216	1,962,247	2,774,072
May	1,346,031	1,960,930	2,054,382	2,297,669
Jun	1,416,347	1,845,866	1,946,549	1,988,144
Jul	1,532,016	2,001,569	1,707,077	1,750,373
Aug	1,570,235	2,016,721	1,794,219	1,938,820
Sep	1,818,715	2,039,201	1,890,221	1,622,243
Oct	1,933,463	2,320,766	1,801,948	1,826,468
Nov	1,847,473	2,807,088	1,848,612	1,715,536
Dec	2,361,271	1,585,083	2,161,665	1,843,309
Total	19,605,902	25,047,227	25,273,588	24,779,186

<u>Impairments identified in the Pearl Street Basin (019):</u>

- **Nominal inflow existing with 1.9% of all combined sewers located in Basin 019; and**
- **"Normal" or "simple" infiltration (see Section III.E for definition) at a rate of 0.08 MGD or 44.4% of its dry weather flow (see Table 30 for more detail).**

Again, reference is made to Table 29 below concerning the activity of the City's CSOs. Basin 019 is the third of the five basins to exhibit "zero activity" during the

initial twelve month period that the tilt sensor devices were monitored. Similar to Basins 005 and 006, it is believed that the second consecutive twelve month period (May 2010 to Apr 2011) currently being monitored will confirm the inactivity of Basin 019 resulting in the possible recommendation to eliminate the overflow device.

11. Rutland Street Basin (020):

Basin 020 is 100 acres in size. An unorthodox crossing of a storm sewer over a sanitary sewer in Riggs Avenue within Basin 020 results in a significant unintended inflow into the sanitary pipe. It is believed that this pipe crossing alone is responsible for the limited number of overflows (reference Table 29) that do occur in Basin 020. The Riggs Avenue Reconstruction Project (already in progress; see Figure 36 below) is designed to correct this inflow anomaly and most likely will result in enabling the elimination of CSO 020.

Table 25: Summary of the pipes that comprise the Rutland Street Basin (020)

Basin 020	Total Length in Feet		
Pipe Diameter	Trunk Sewer	non-Trunk Sewer	Total
			-
8"		5,094	5,094
10"		6,678	6,678
12"		2,930	2,930
			-
Total (Feet)	**-**	**14,702**	**14,702**
Total (Miles)	**-**	**2.8**	**2.8**

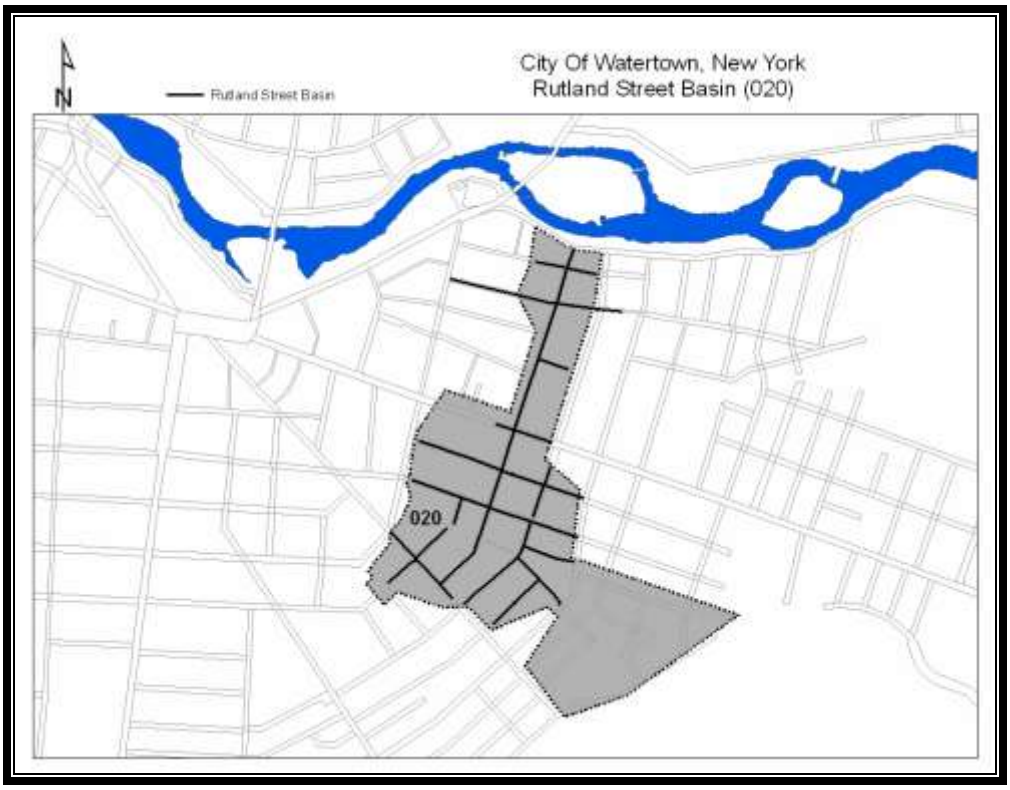


Figure 35: Rutland Street Basin (020)

A portable area/velocity flow monitor was placed in vicinity of the CSO in its upstream pipe May – August 2006. Similar to Basin 007, an overflow weir exists within the CSO device. Water not overflowing would be directed to the Main Interceptor via an 8 inch diameter concrete pipe with a 4.85% slope.[26] Average dry weather flow was 0.122 MGD, with its peak dry weather flow rate being 0.371 MGD, and its minimum being 0.020 MGD. Figure 37 below presents a typical diurnal pattern for the basin for the dry weather flow.

[26] Supplement 1 to the 7th Semi-Annual Report dated July 5, 2006 documented for CSO 020 the Manning calculation that indicates a maximum flow rate in the 8" concrete pipe of 1.680 MGD. Any flow rate higher than this value is presumed to overflow the weir in the CSO device. This presumption relies upon a Manning coefficient of n = 0.013 and unobstructed conditions within the pipe.

FISCAL YEAR 2010-2011
CAPITAL BUDGET
INFRASTRUCTURE
STREET CONSTRUCTION

PROJECT DESCRIPTION	COST
Riggs Avenue Reconstruction	$ 500,000
Reconstruction of approximately 550 LF of street, to include sidewalk, curbs, replacement of approximately 600 LF of 6" water main with 8" D.I.P., storm and sanitary sewer. The project is required to remove large amounts of stormwater infiltration into the sanitary sewer. The storm sewer is located directly above the sanitary sewer.	
STREET $ 82,000 15 years - $ 8,829	
STORM SEWER 122,000 15 years - $13,135	
SIDEWALKS 38,000 15 years - $ 4,091	
GENERAL FUND $ 242,000	
SANITARY SEWER $ 124,000 15 years - $22,154	
WATER MAIN $ 134,000 15 years - $14,427	
Total	$ 500,000

250

Figure 36: Approved Capital Project - Riggs Avenue Reconstruction.

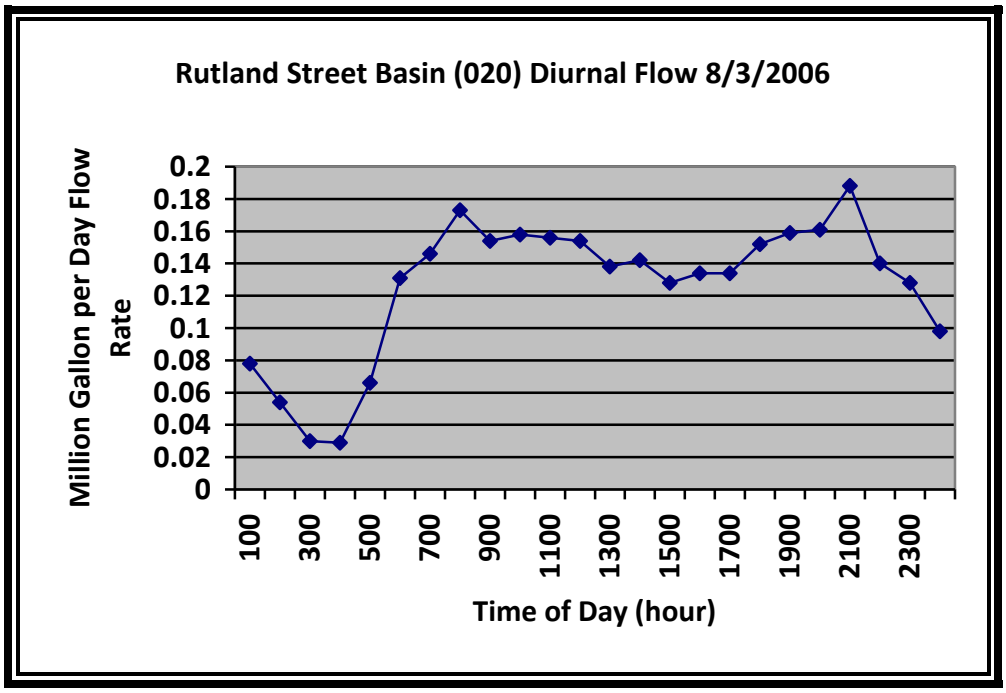


Figure 37: Rutland Street Basin (020) Diurnal Flow (Typical).

<u>Impairments identified in the Rutland Street Basin (020):</u>

- **Riggs Avenue "unorthodox" piping and rapid inflow anomaly;**
- **Nominal infiltration existing with some inflow (3.9% of all combined sewers located in Basin 020).**

12. Central Street Basin (021):

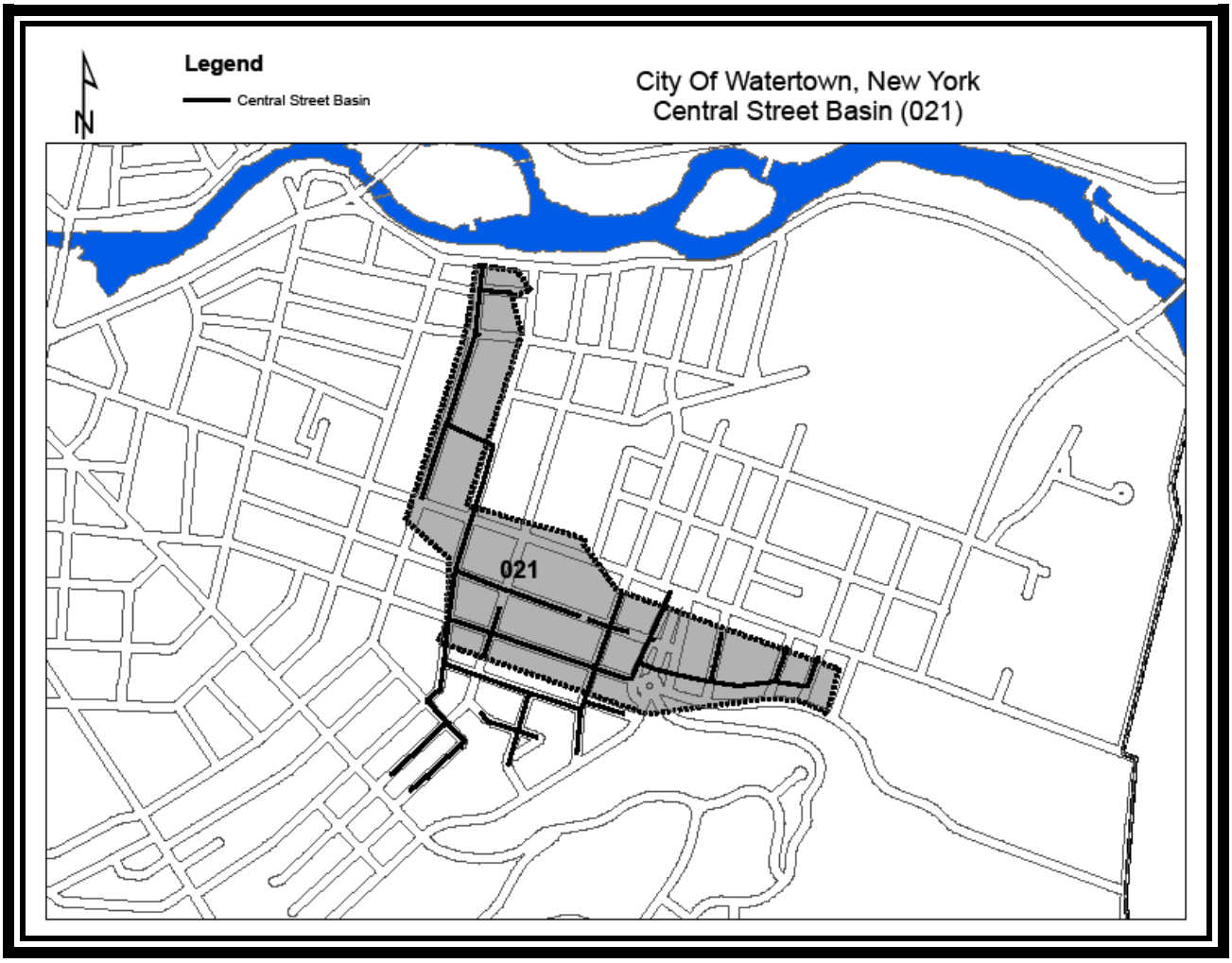


Figure 38: Central Street Basin 021.

In Figure 38 above, in the southern periphery of Basin 021, pipes are shown that are not within the shaded area that indicates the surface ground physical limits of the basin. These pipes are none-the-less connected to the indicated pipes within the basin and hence, do indeed convey sanitary water to Basin 021.

Basin 021	Total Length in Feet		
Pipe Diameter	Trunk Sewer	non-Trunk Sewer	Total
5" & 6"		335	335
8"		2,298	2,298
10"		7,540	7,540
12"		717	717
15"		799	799
18"		1,058	1,058
20"		1,958	1,958
			-
Total (Feet)	**-**	**14,705**	**14,705**
Total (Miles)	**-**	**2.8**	**2.8**

Table 26: Summary of Pipes in Basin 021

As indicated in Table 29 below, Basin 021 is the fourth of the five basins to exhibit "zero activity" during the twelve month period that the tilt sensor devices have been installed in the CSOs. Similar to Basins 005, 006, and 019 it is believed that the second consecutive twelve month period (May 2010 to Apr 2011) currently being monitored will confirm the inactivity of Basin 021 resulting in the possible recommendation to eliminate the overflow device.

13. Hamilton Street Basin (022):

As indicated in Table 29, Basin 022 is the fifth of the five basins to exhibit "zero activity" during the twelve month period that the tilt sensor devices have been installed in the CSOs. Similar to Basins 005, 006, 019 and 021 it is believed that the second consecutive twelve month period (May 2010 to Apr 2011) currently being monitored will confirm the inactivity of Basin 022 resulting in the possible recommendation to eliminate the overflow device.

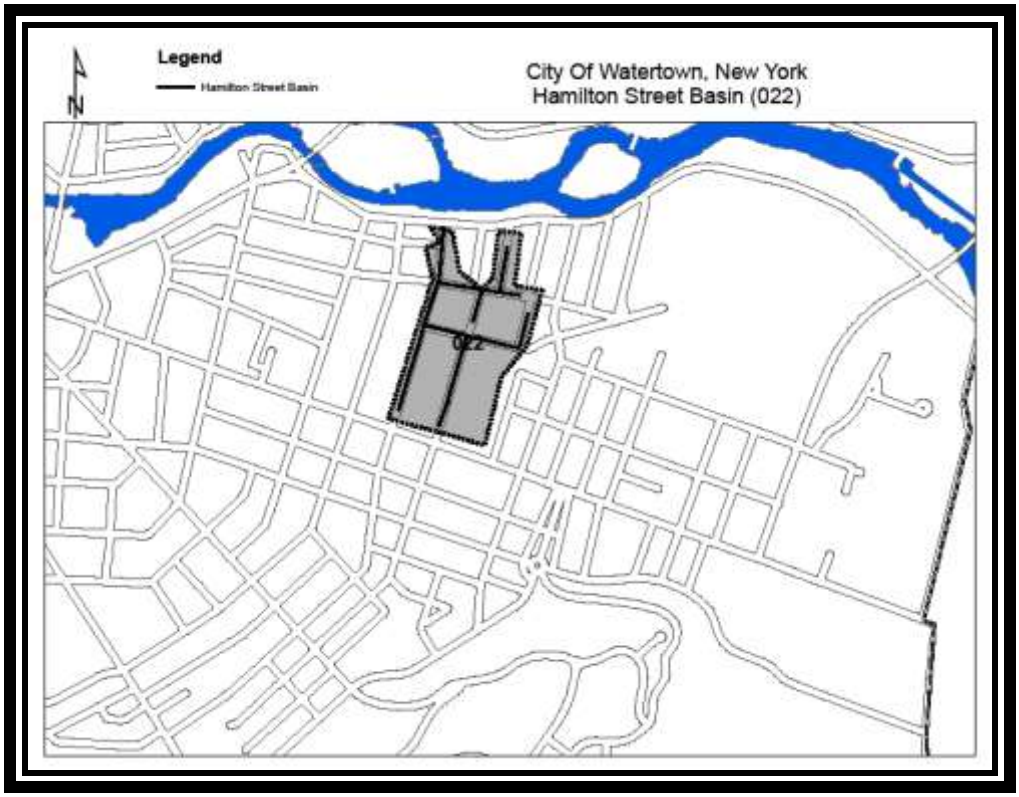


Figure 39: Hamilton Street Basin 022.

Basin 022	Total Length in Feet		
Pipe Diameter	Trunk Sewer	non-Trunk Sewer	Total
8"		428	428
10"		2,543	2,543
12"		2,307	2,307
20"		37	37
			-
Total (Feet)	**-**	**5,315**	**5,315**
Total (Miles)	**-**	**1.0**	**1.0**

Table 27: Summary of Pipes in Basin 022.

14. Indiana Avenue Basin (024):

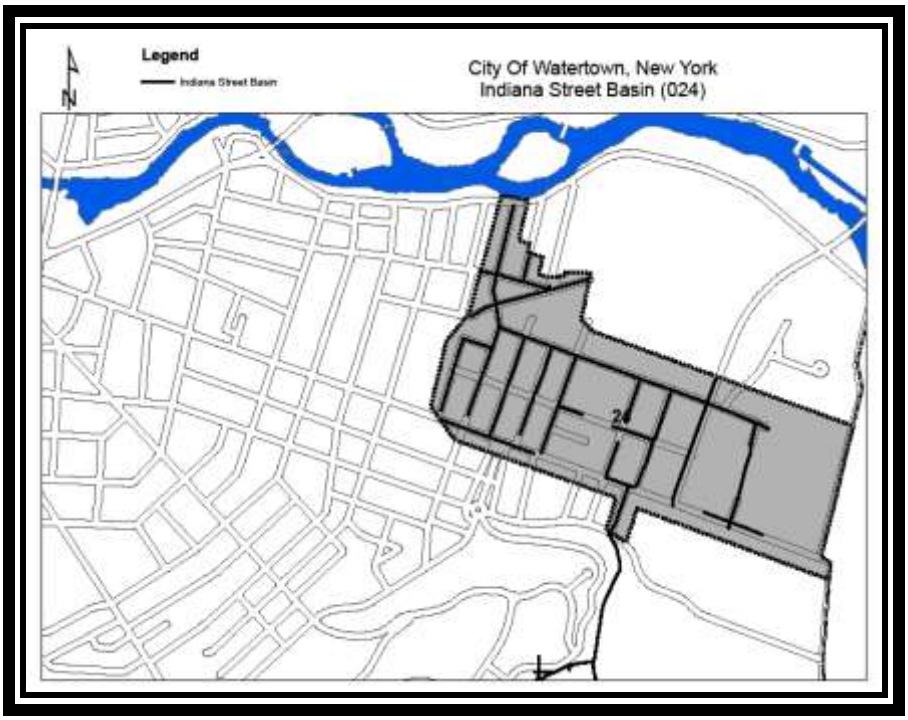


Figure 40: Indiana Street Basin 024.

Basin 024	Total Length in Feet		
Pipe Diameter	Trunk Sewer	non-Trunk Sewer	Total
8"		6,940	6,940
10"		7,463	7,463
12"		2,120	2,120
15"		586	586
18"		300	300
20"		1,381	1,381
			-
Total (Feet)	**-**	**18,790**	**18,790**
Total (Miles)	**-**	**3.6**	**3.6**

Table 28: Summary of Pipes in Basin 024

15. Tilt Sensor Devices:

Figure 41: "Hobo" Pendant G Data Logger[27]

In April of CY 2009 the City installed tilt sensor devices in each of its CSO's except for the Western Outfall (001) and the Influent A ByPass (004). Devices were not installed at these two points as permanent flow monitoring and recording had already been installed at these locations. The tilt devices were individually suspended directly atop of the overflow weirs (tangent to and barely touching the crest of the weirs), thus recording movement on the "X," "Y," and "Z" axis caused by water moving over the weirs.

Commencing in May 2009, the City has logged the start time and date, duration and stop time and date of motion above the weirs as it is in truth documenting the beginning, duration and end of an overflow event. Collection of such data enabled the preparation of Table 29, below. After one full year as indicated by Table 29, the total inactivity of Basins 005, 006, 019, 021, and 022 is promising. Its continuance for a second year may enable the elimination of their respective CSOs. The duration of the individual overflow events where they did occur for site specific storms assisted in the calibration of the model for the individual basins. The model did predict the specific overflow events and was further "tweaked" to better match the actual recorded durations.

[27] HOBO Pendant G Logger, Waterproof Shuttle, and HOBOware software acquired from the Onset Computer Corporation, Bourne, MA.

CY 2009	Hours CSO was active. (NOTE: Tilt devices in CSOs installed and activated end of April 2009)														
Date	001	003	004	005	006	007	011	012	013	016	019	020	021	022	024
2009															
8-May	1.00	0.68	1.00			1.00	0.87	0.16	0.33						
9-May	4.00	3.70	4.00					0.67	2.03						
16-May							0.10								
May 27-28	8.25		6.00			32.80	0.37	0.80	0.88	0.30		1.57			0.78
11-Jun	0.75	0.31	1.75			0.66	0.20	0.45	0.28	0.26					
2-Jul								0.87							
3-Jul								0.04							
4-Jul								0.08							
6-Jul	0.50	0.08	0.50			1.07	0.19	0.30	0.15						
8-Jul						0.77		0.34	0.11			0.31			0.46
11-Jul						0.77	0.11	0.34							
17-Jul						0.31	0.46	0.65							
21-Jul	2.00		2.75			2.57	0.46	1.99	0.15						
26-Jul		0.15				0.77	0.15	0.31	0.27						
31-Jul						0.77	0.31	0.79	0.46						
2-Aug								0.30		<1.0					
11-Aug						0.16	0.31								
20-Aug						0.23									
21-Aug						0.58		0.20							
23-Aug						0.45	0.10								
26-Aug						0.65		0.85							
9-Sep	0.25														
4-Oct							0.21		0.23						
5-Oct							0.21	0.71	0.11						
7-Oct	2.00		5.00			5.77	0.67	1.91	0.59			0.71			
22-Oct						0.38									
23-Oct	2.50		2.25			2.27		2.32							
28-Oct	1.75		1.50			2.67		2.90							
31-Oct	3.50		4.00			4.77		4.07							
2010															
Jan 24-26	40.25	11.85	30.75			33.40	5.08	0.50				16.97			7.47
23-Mar	18.25	1.08	5.25			8.33		2.50				0.55			
3-May	1.25		1.25			0.86		0.74							0.23
6-May								0.58							
8-May	2.25		1.25			1.60		1.05							
# of events	15	7	14	0	0	24	16	27	12	3	0	5	0	0	4
Total Hrs	88.50	17.85	67.25	0.00	0.00	103.61	9.80	26.42	5.59	0.56	0.00	20.11	0.00	0.00	8.94

Table 29: CSO Activity indicated by tilt sensor devices.

E. Calibration against monitored events

Calibrated first were the dry weather diurnal flows.[28] This enabled the quantification of "simple" infiltration. A series of Figures follow that indicate the very close prediction of the calibrated model diurnal flows with what is actually observed in the field.

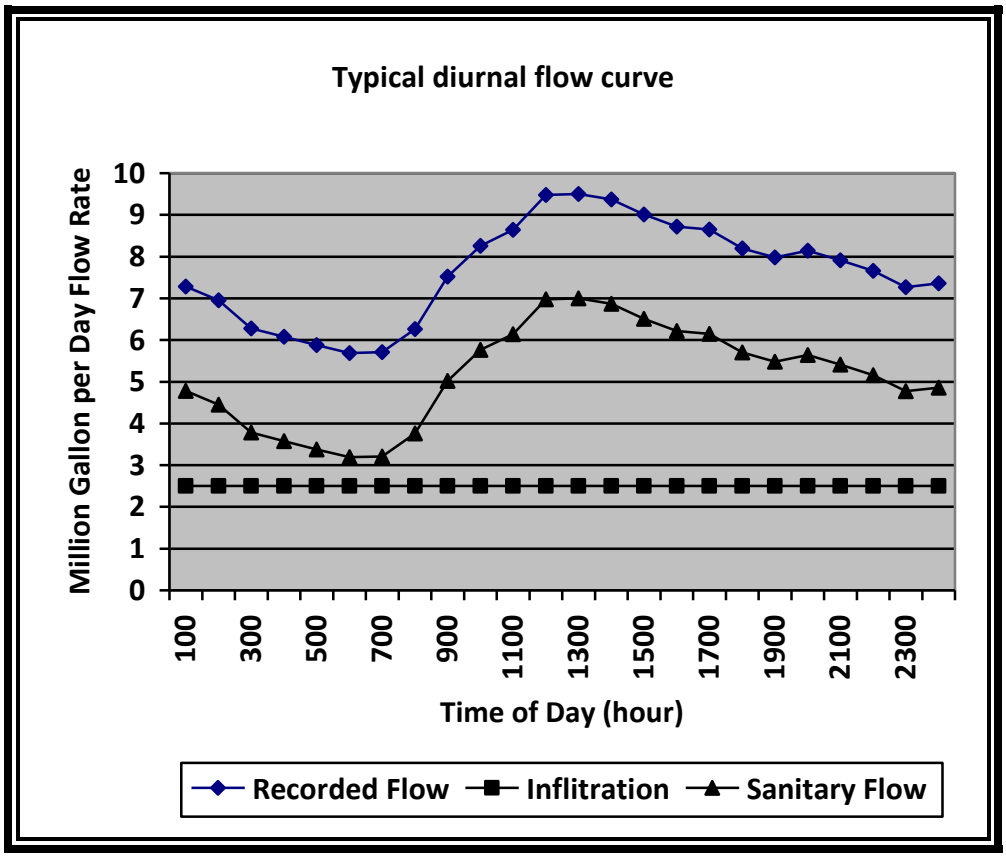


Figure 42: Infiltration and sanitary flow in a typical diurnal flow curve

[28] The City's Consultant (Stearns & Wheler) when calibrating the model assumed "uniform sanitary flows" in each of the three phases of their work effort, arguing that the additional effort of developing the diurnal flow would not significantly change the modeled results. The City, however, modified the calibration by incorporating the diurnal sanitary flows. Typical actual flows versus diurnal modeled flows are presented herein to confirm the preservation of accuracy and precision of the model as a result of the City's modification. The City's extra exercise also confirms the qualitative improvement and the insignificance of the quantitative impact of such a modification, thus confirming the Consultant's original assumption in the matter.

As is indicated in Figure 33 above, the recorded flow of a diurnal curve is the summation of the sanitary flow and the infiltration flow. The sanitary flow is that which fluctuates from the low of early morning to the high of early to mid afternoon. It generally follows a sinusoidal wave shape. "Simple" or "normal" infiltration is caused by groundwater seeping into the pipe via cracks or separation of joints in the pipe. Infiltration is a relative constant. As indicated earlier in this report, population density times the sanitary flow per capita per day can result in the total sanitary contribution, with the actual field recording aiding in the development of the shape of the "sinusoidal" wave. By adjusting the wave vertically until the wave coincides with actual field recordings, one can determine the "typical" infiltration contribution. This is the value of the dry weather diurnal calibration. All the Figures that follow were calibrated in this manner. Table 30 below summarizes the infiltration determined at the indicated meter location.

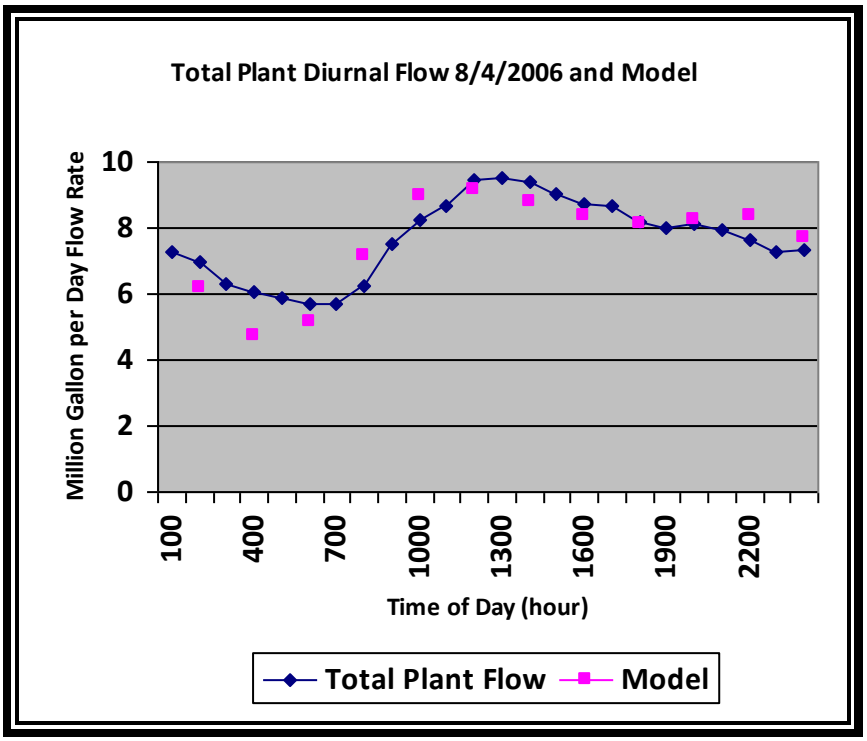


Figure 43: Total Plant Flow diurnal curve - modeled vs actual recording

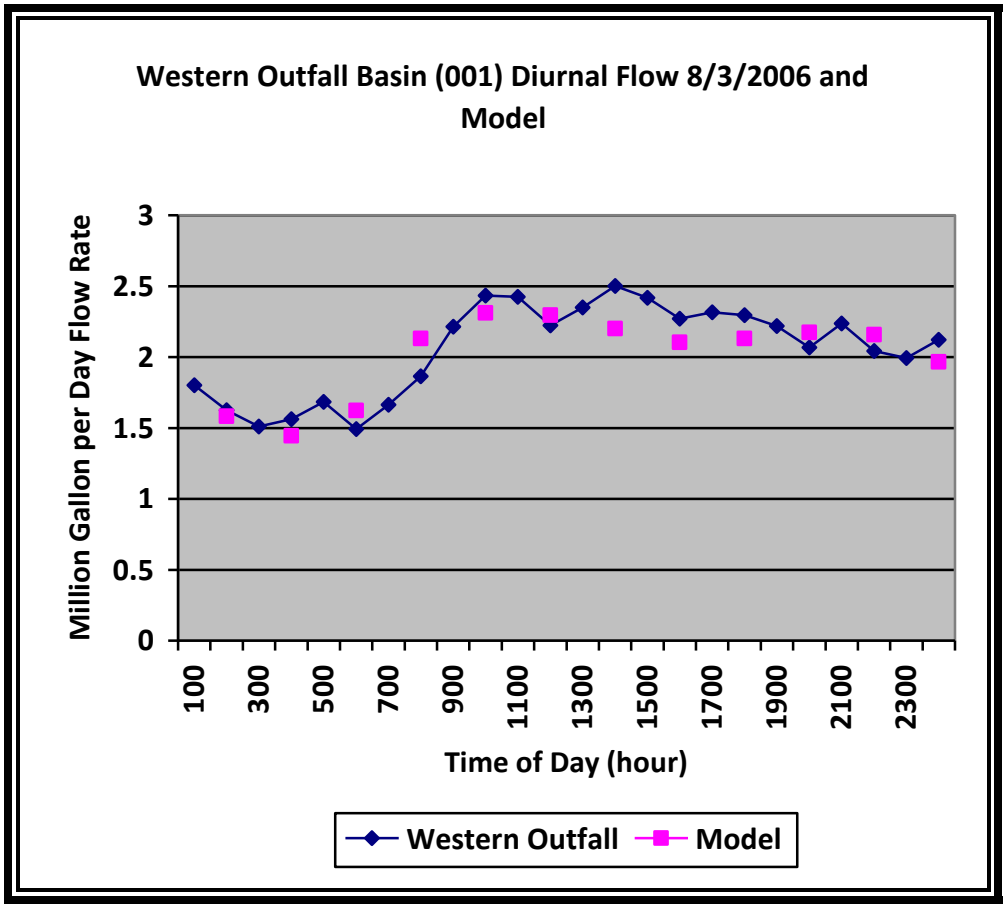


Figure 44: Western Outfall Basin (001) diurnal flow - modeled vs actual recording

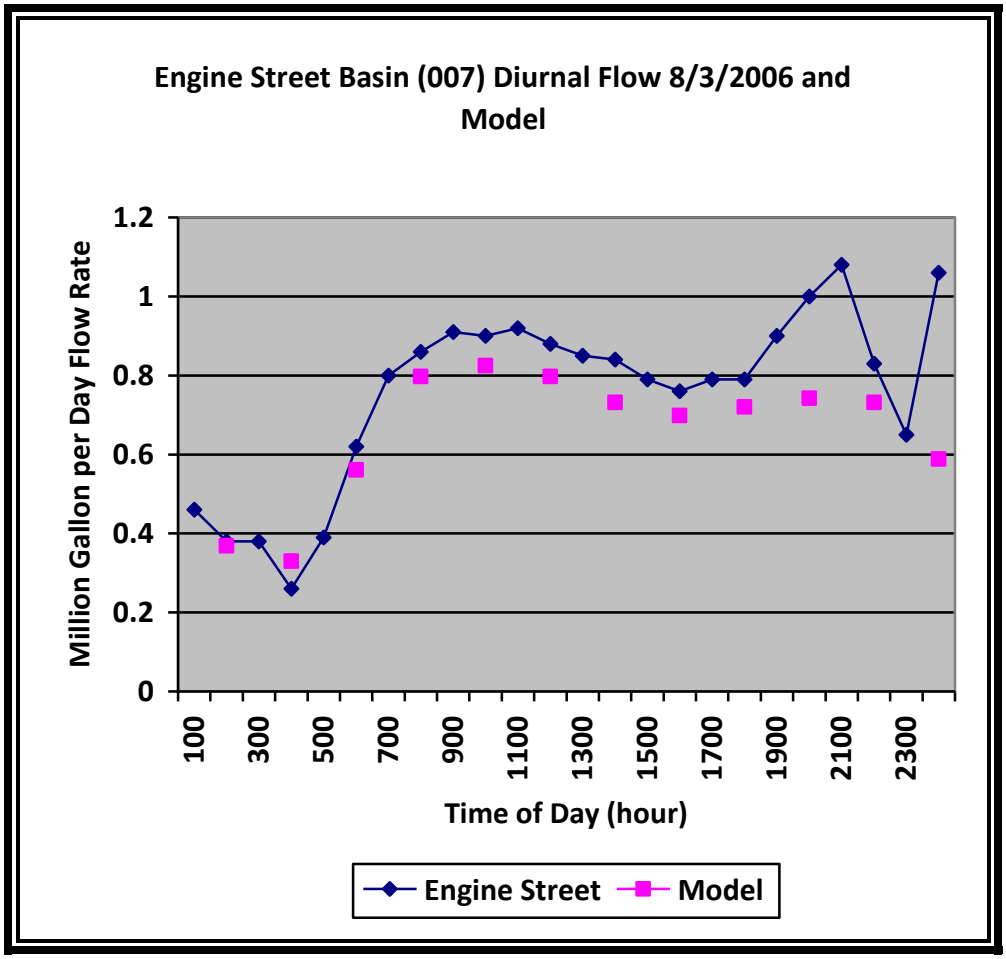


Figure 45: Engine Street Basin (007) diurnal flow - modeled vs actual recording

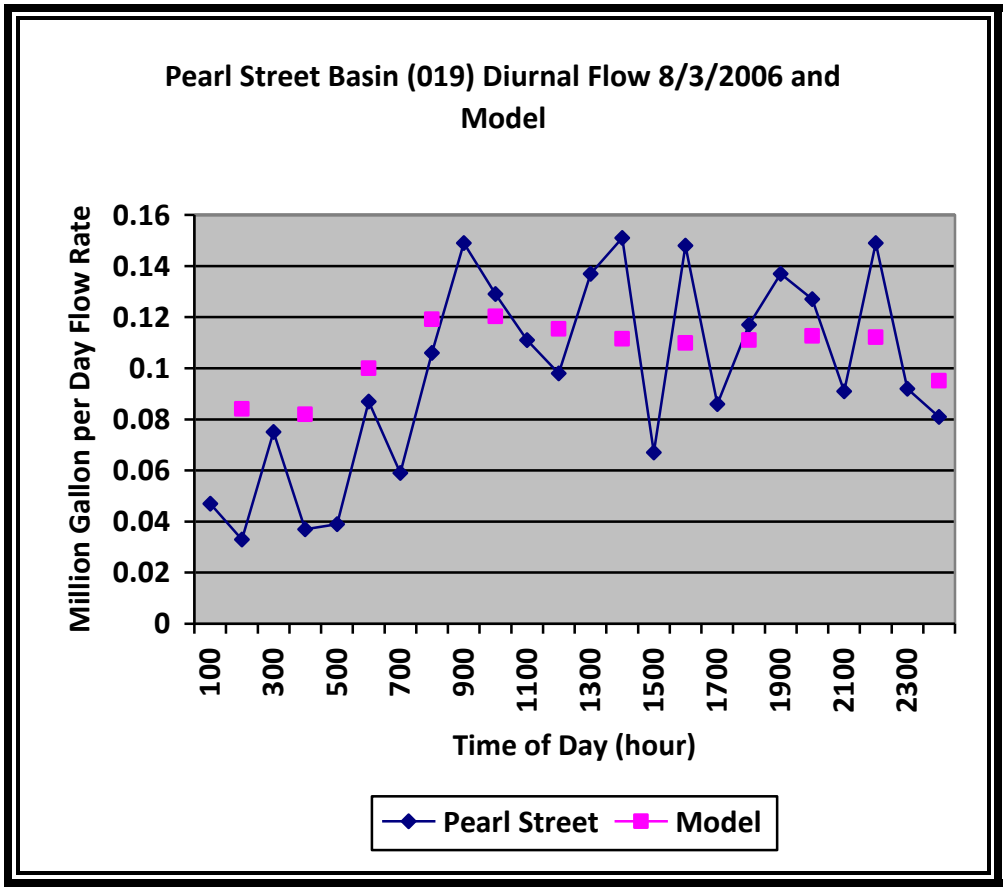


Figure 46: Pearl Street Basin (019) diurnal flow modeled vs actual recording. The Route 3 Sewer District which enters the City's CSS in the upper reaches of Basin 019 feeds the City via a pump station, accounting for the pulsing pattern of the actual flow curve.

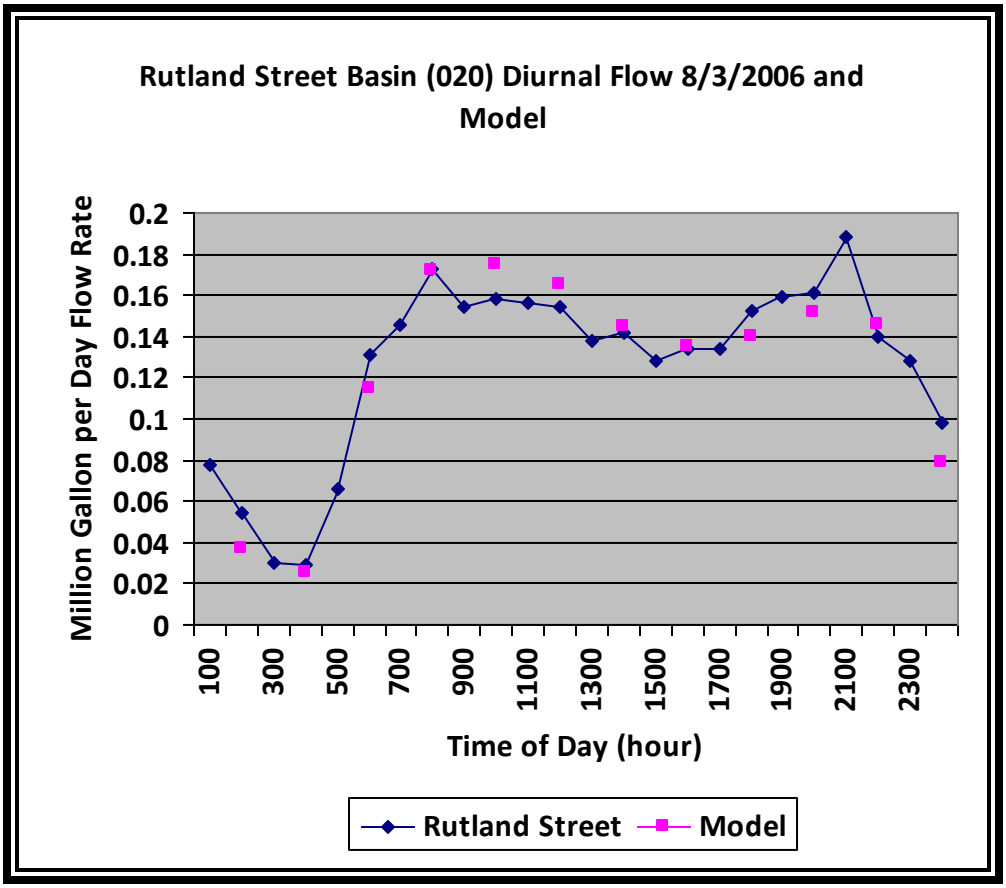


Figure 47: Rutland Street Basin (020) diurnal curve - modeled vs actual recording

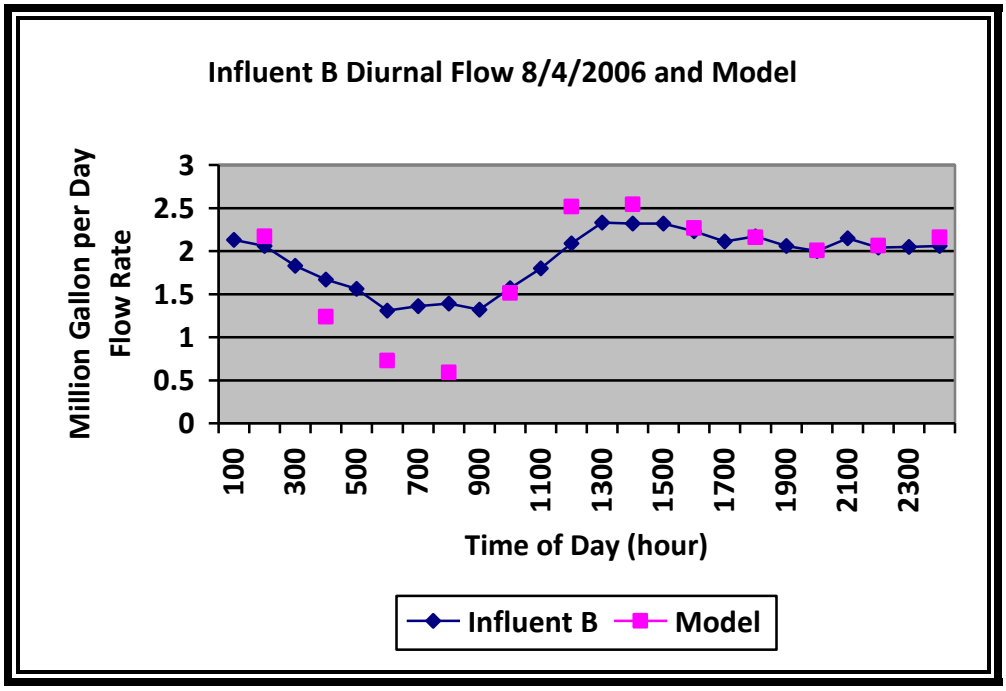


Figure 48: Influent "B" diurnal flow - modeled vs actual recording

Note in Figure 48 (Influent "B" diurnal flow) that the modeled values, while being accurate for the average conditions, nonetheless predict a lower than actual low value for the early morning low, and a higher than the actual high in the early afternoon. This is because the Influent "B" collection system reaches communities a far as 15 miles north of the City of Watertown. We know the overall population served, and the typical sanitary sewer contribution in gallons per capita per day. But where the actual population densities are centered as the 15 mile trunk sewer makes its trek to the City is not clearly known. Thus, the average flows are accurate while the "peaks" and "valleys" typically over and under shoot their mark, respectively. If the model "knew" where along the pipe the population densities occurred, then the lows and highs would blend as the times of travel would tend to "level" out the sinusoidal curve.

Table 30: % Infiltration of total dry weather flow

	Diurnal Dry Weather Flow (MGD)		
Meter	Recorded Flow	Infiltration	% Infiltration
Total Plant	7.58	3.38	44.6%
Influent "A"	5.71	3.08	53.9%
Influent "B"	1.87	0.30	16.0%
Basin 001	2.02	1.18	58.4%
Basin 003	1.23	0.85	69.1%
Basin 007	0.66	0.24	36.4%
Basin 019	0.18	0.08	44.4%
Basin 020	0.12	0.00	0.0%

The % infiltration present in the flows of the existing pipes in the City is worthy of emphasis. It is a significant defect and does indeed impact the performance of the collection system.

Once the diurnal flows had been entered and calibrated into the model, attention shifted to calibrating storm events. The City's consultant used a total of 14 documented rainfall events to calibrate the 14 basin model. These storms ranged from 0.34 to 1.4 inches of rain and peak intensities as high as 0.8 inches per hour. This "sandwiched" rather nicely the USEPA design storm of 1.3 inches of rain at a 0.62 inch per hour peak intensity (see Section III.F below). The rainfall events provided good data for model calibration. The City's Consultant (Stearns and

Wheler) published three reports COMBINED SEWER OVERFLOW MODELING AND CALIBRATION REPORT CITY OF WATERTOWN, NEW YORK – February 2008 modeling and calibrating 5 basins; Phase 2 of the Report – September 2008 modeling and calibrating a further 4 basins; and Phase 3 of the Report – July 2010 modeling and calibrating the remaining 6 basin, documenting these 14 storms used and the ultimate agreement between the actual field recordings and the modeled flows. Figures 49 and 50 below present two storms and the very favorable agreement between the modeled Plant Flows and the actual recorded Plant Flows indicated in the Figures is typical of what had been observed for the test storms not only in the Plant, but for the basins as well. Justifiably, a high degree of confidence is place in the model predictions.

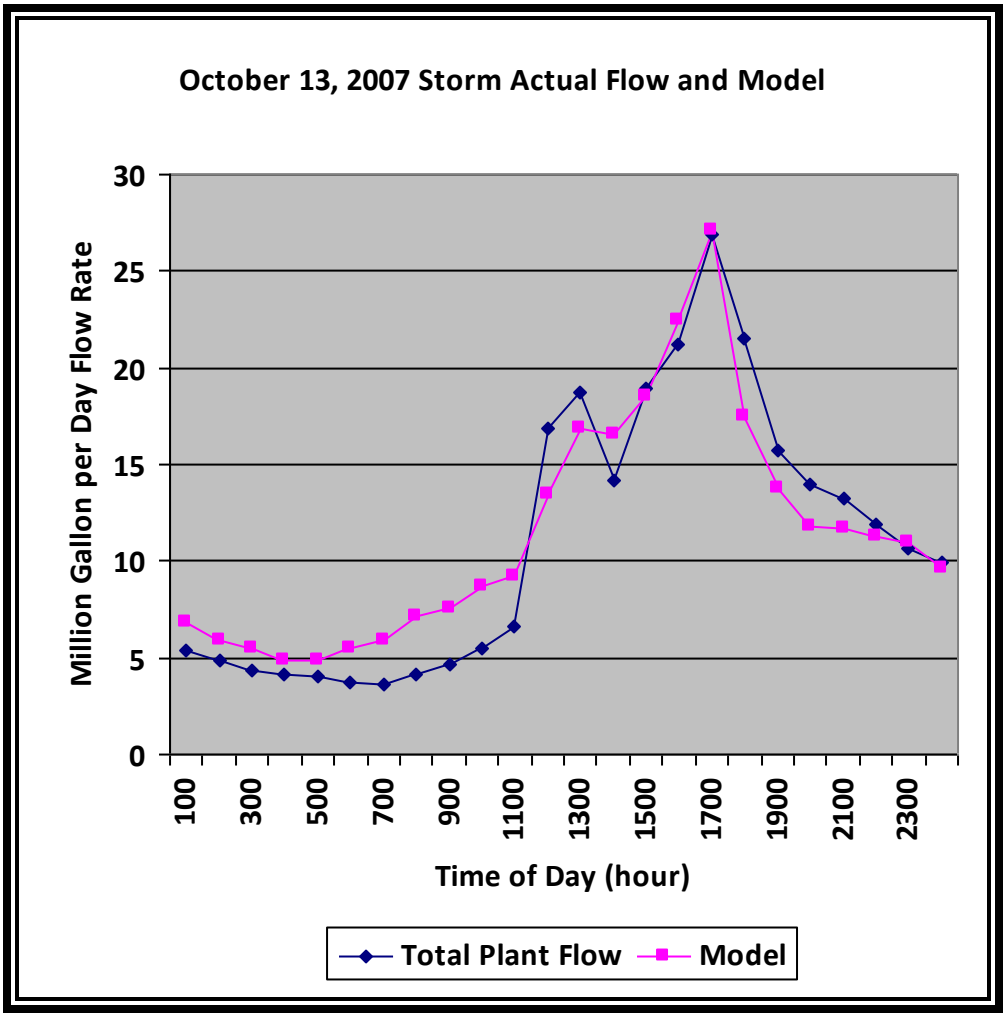


Figure 49: Total Plant Flow for the October 13, 2007 storm. Modeled and actually recorded.

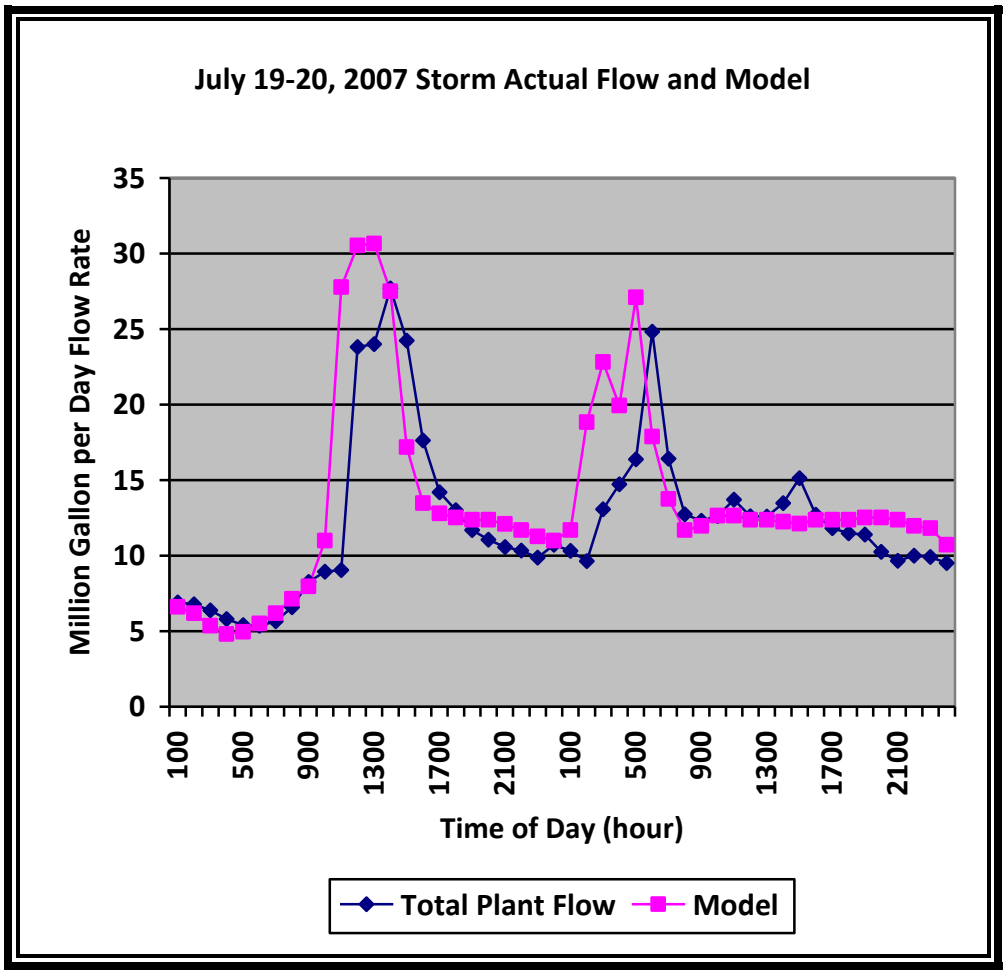


Figure 50: Total Plant Flow for the July 19-20, 2007 storm. Modeled and actually recorded. Note: the rain gauge "clock" and the flow meter "clocks" are one hour out of sync. The model "believed" the storm hit one hour before it actually did.

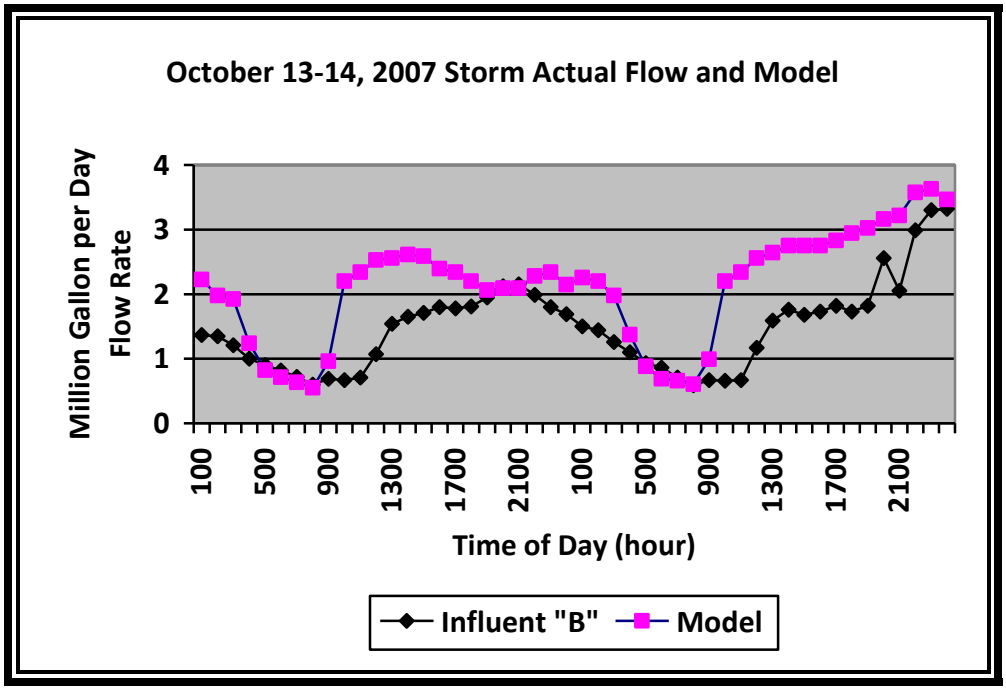


Figure 51: Influent "B" flows for the October 13, 2007 storm. Modeled and actual recording with the 24 hour period following the day the storm occurred. Reference is made to Figure 40 for the impact of this storm on the Total Plant Flow recorder.

Figure 51 reveals the impact the October 13, 2007 storm had on Influent "B." Note that on the day of the storm (October 13th) Influent "B" responded only with its typical diurnal flows peaking in the normal 2.5 MGD range. This is because Influent "B" is largely a separated system and responds very insignificantly to inflow. Infiltration is a different matter with "simple" or "normal" infiltration accounting for some 16% of the wastewater in the pipe. Of interest is the elevation of flows to nearly 3.5 MGD flow rates near the end of day two – a 40% increase over its typical highs. This is a response to the delayed reaction of "rapid infiltration" that does indeed impact Influent "B" flows. As indicated in Figure 51, the model correctly accounts for this "rapid" infiltration correctly predicting when and to what extent the rapid infiltration would be felt at the City's POTW.

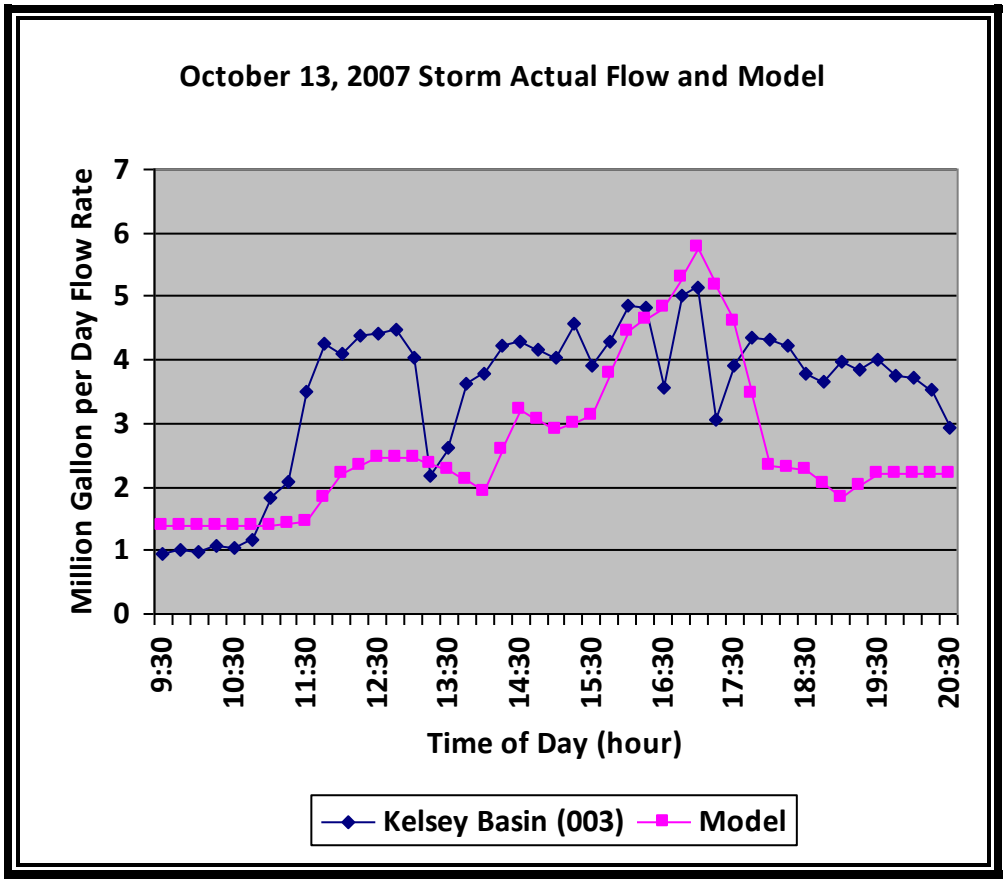


Figure 52: Kelsey System (003) response to the October 13, 2007 storm. Model vs actual recording.

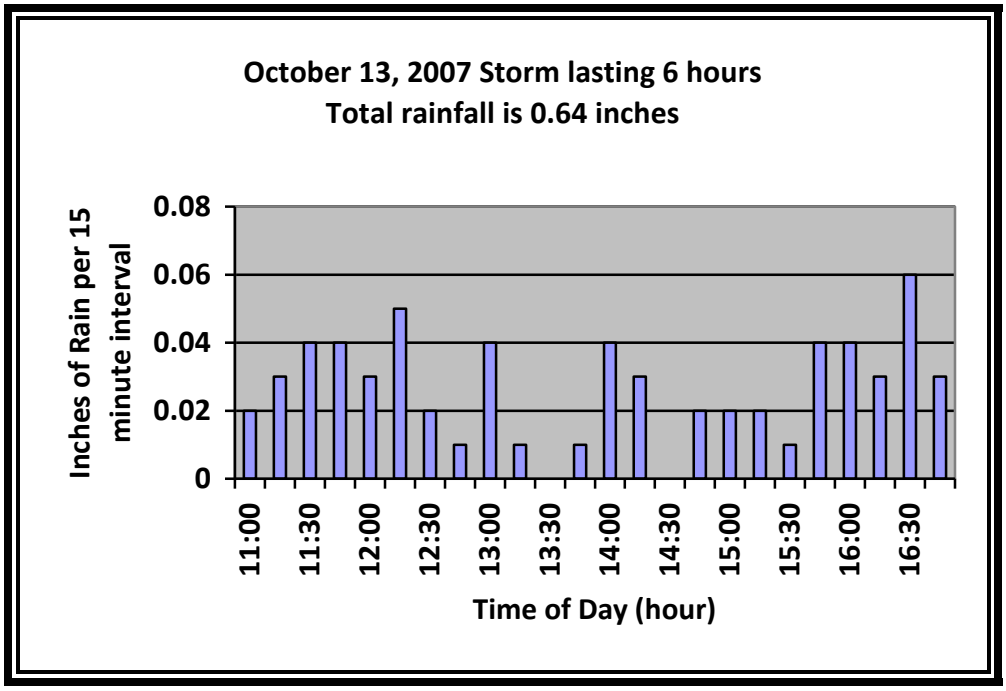


Figure 53: The rain gauge recording of the October 13, 2007 storm

F. Water Quality (WQ)

The regulatory agencies will insist that cost-effective CSO controls are established that will provide for attainment of Water Quality Standards (WQS).[29] Water Quality is, therefore, the measuring stick as to whether the control plan ultimately embraced is or has potential to be successful. Two different approaches are established in the USEPA adopted CSO Control Policy to obtain WQS – the Demonstration Approach and the Presumption Approach. This LTCP Phase 1 shall focus on the Presumption Approach. The Presumption Approach was included in the USEPA CSO Control Policy because:

[29] CSO Guidance For Long-Term Control Plan, EPA 832-B-95-002; para. 3.2

> **"…data and modeling of wet weather events often do not give a clear picture of the level of CSO controls necessary to protect WQS…(II.C.4.a.)"**

The presumption approach is based on the assumption that an LTCP that meets certain minimum defined performance criteria

> **"…would be presumed to provide an adequate level of control to meet the water quality-based requirements of the CWA, provided the permitting authority determines that such presumption is reasonable in light of the data and analysis conducted in the characterization, monitoring, and modeling of the system and the consideration of sensitive areas…"[30]**

According to the CSO Control Policy and as indicated by the referenced EPA Guidance Manual, under the presumption approach, one of the three following criteria must be met:

1) No more than an average of four "overflow events" per year, provided that the permitting authority may allow up to two additional overflow events per year. For the purpose of this criterion, an "overflow event" is one or more overflows from a CSS as the result of a precipitation event that does not receive the minimum treatment specified;[31] or

2) The elimination or capture for treatment of no less than 85% by volume of the combined sewage collected in the CSS during precipitation events on a system-wide annual average basis; or

[30] II.C.4.a. of the USEPA CSO Control Polity and EPA 832-B-95-002, para. 3.2.1.2

[31] Minimum level of treatment applicable to criteria 1) and 2) is defined in the CSO Control Policy as Primary Clarification, solids and floatables disposal, and disinfection of effluent, if necessary to meet WQS, protect designated uses and protect human health.

3) The elimination or removal of no less than the mass of the pollutants identified as causing water quality impairment through the sewer system characterization, monitoring, and modeling effort for the volumes that would be eliminated or captured for treatment under paragraph 2) above.

The goal of what now follows in this Report is to first, establish that the City's CSS meets one of the above criteria, and second, that Basin 007, that is, the only basin in the City's CSS that may offer challenges to the reasonableness of employing the presumption approach, is properly and sufficiently addressed in the control plan.

1. Design Storm (3 month event as defined by EPA)

On June 19, 2008 City Staff attended a one day CSO Workshop sponsored by the USEPA and held at the Double Tree Hotel in East Syracuse, NY. CSO LTCP requirements to municipalities and consultants were presented. At that workshop much was made of a maximum of 4 CSO overflow events in a typical average year to demonstrate the presumption approach (criterion 1 above). Hence, the significance of the 3 month storm as defined by EPA 833-R-07-005.[32] By definition, a zero bypass demonstrated for such a 3 month event would argue no more than 4 bypass events in a typical year. Because of this emphasis placed on the 3 month event at the workshop, this three month storm was designed as indicated in Figure 54 and "rained" into the City's model to establish the reference point for the CSS response. Note that the 3 month design storm represented in Figure 54 is specifically timed to "hit" with maximum intensity at 12:00 noon. Thus the storm's timing is a "worse case" as that is the time the diurnal flows in the sewer system would begin to peak.

[32] THE LONG-TERM CONTROL PLAN – EZ (LTCP-EZ) TEMPLATE: A PLANNING TOOL FOR CSO CONTROL IN SMALL COMMUNITIES; EPA-833-R-07-005, May 2007, pg 16 and A-4. A small community is that with populations under 75,000. In these communities, NPDES Authorities have discretion to waiver some formal steps of the LTCP preparation.

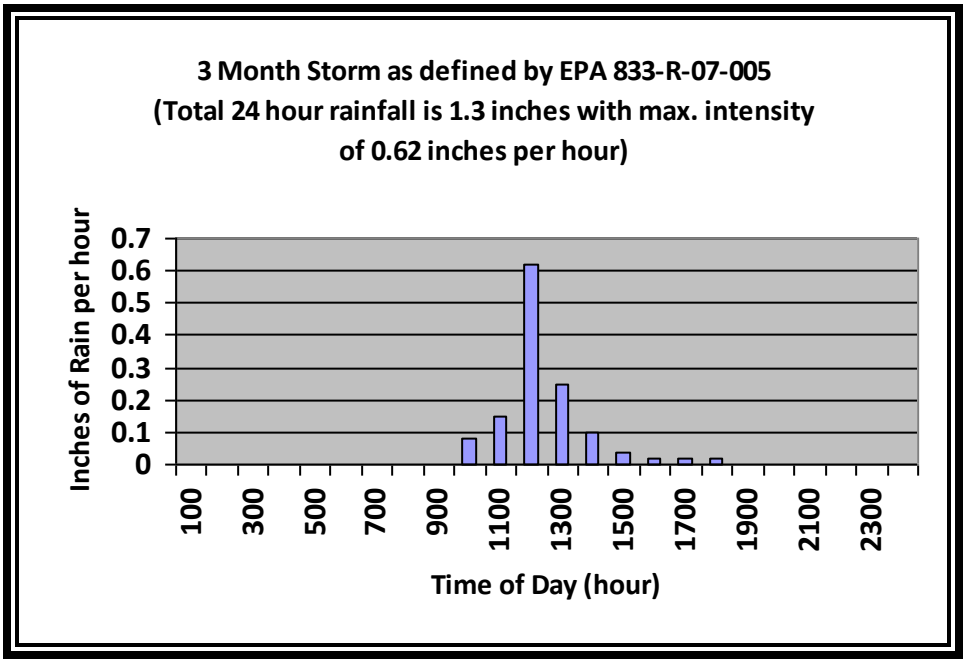


Figure 54: Design 3 month storm forming a basis for CSS evaluation

Table 31 below presents the modeled response of the CSS to this design storm. The model indicates that under current conditions, that is the Table's left column entitled "003 done" (which indicates that the effects of the finished in-situ lining project in the lower reaches of Basin 003 is considered in the model) 14.98% of the total water entering the system will be diverted to the Black River untreated via the active CSOs and the Influent "A" By-pass Device (004). Said differently, 85.03% of the water entering the system is captured and treated at the POTW. The model was then adjusted to predict what the result would be if the in-situ lining project was completed in the lower reaches of Basin 001 as well (column titled "001 & 003 done"). The model predicts that 12.03% of the water would pass untreated to the Black River and 87.97% would be captured and treated at the POTW. Continuing, if the JB Wise Project in Basin 012 were to likewise be accomplished, the numbers would now be 11.75% and 88.25% respectively. While it is established that progressing through the projects envisioned would improve the 3 month storm picture, it is also evident that the City does not meet criterion 1 as expressed above.

Table 31: Summary of Influent "A" By-Pass and CSO Overflows in response to the modeled 3 month storm

Million Gallons per Day (MGD)			
	003 Done	001&003 Done	001,003,012 Done
Total Plant	14.03	12.27	12.20
Influent "A"	12.52	10.71	10.64
Influent "B"	1.57	1.57	1.57
001 U/S of CSO	5.02	2.69	2.69
001 Overflow	0.51	0.00	0.00
003 Overflow	0.53	0.53	0.53
004 By-Pass	0.05	0.00	0.00
005 Overflow	0.00	0.00	0.00
006 Overflow	0.00	0.00	0.00
007 Overflow	0.60	0.60	0.60
011 Overflow	0.12	0.12	0.12
012 Overflow	0.05	0.05	0.00
013 Overflow	0.52	0.52	0.52
016 Overflow	0.06	0.06	0.06
019 Overflow	0.00	0.00	0.00
020 Overflow	0.00	0.00	0.00
021 Overflow	0.00	0.00	0.00
022 Overflow	0.00	0.00	0.00
024 Overflow	0.03	0.03	0.03
Total By-Passed	**2.47**	**1.91**	**1.86**
Total in CSS	**16.50**	**15.88**	15.83
% By-Passed	**14.97%**	**12.03%**	**11.75%**

Note in Table 31 that CSOs 005, 006, 019, 020, 021, and 022 are inactive. This is in comfortable agreement with Table 29 which presented the observations made relative to the tilt sensor devices. The only difference is the modeled response in Basin 020 versus that observed with the tilt devices presented in Table 29. The correction of the inflow anomaly in the Riggs Avenue area programmed for the current fiscal year should reconcile this lone noted difference between Tables 29 and 31.

2. Capture for treatment equal to or greater than 85%

Phase 3 of the City's Consultant (Stearns & Wheler) CSO Modeling and Calibration Report conducted a review using National Oceanic & Atmospheric Administration (NOAA) rainfall data from 1972 to 2007, identified the average year (CY 1986), produced the hyetograph for that year and established it as the "test year" for the performance of the City's CSS in evaluating the Presumption Approach, criterion 2. Annual rainfall and 2-hour return frequency events were the examining criteria in establishing the average year.[33] The full text of Section 4 of the Phase 3 Report (Average Year and Percent Capture Analysis; pages 10-14) is at Appendix .

Section 4.2 of the Consultant's Phase 3 Report follows verbatim:

4.2 PRECENT CAPTURE ANALYSIS

In order to calculate the percent of wet weather flow reaching the WPCP under current conditions, the total wet weather flow volume in the system for the average year was calculated as well as the total overflow volume. The WPCP has a limit of 32 mgd; any flows in excess of this overflow via the WPCP

[33] "…The average rainfall year was then determined by choosing a year that was within 5 percent of the average annual volume (38.7 to 42.7 inches) and also had the closest representative distribution of 2-hour return frequency events that could be expected during a typical year (i.e., one 1-year storm, two ½-year storms). Through this analysis, the year that best met these criteria was 1986. The total rainfall volume for this year was 41.4 inches…" Stearns & Wheler, Phase 3 Report, July 2010; pg.11

bypass CSO structure. In addition to the flow from the City of Watertown, the WPCP also receives flow from the Development Authority of the North Country (DANC), which has an average flow of 2 mgd. This flow from DANC is not included in the hydrologic/hydraulic model. In order to represent the flow reaching the WPCP over the average year, a maximum flow limitation of 30 mgd (32 minus 2 from DANC) was placed on the WPCP bypass structure in the hydrologic/hydraulic model. Any flow rate in excess of this amount would lead to an overflow in the hydraulic model. The total volume for the City of Watertown is equal to the sum of the overflows from the 15 CSO structures and WPCP bypass. The total wet weather flow is equal to the total volume of flow that reaches the influent to the WPCP (WPCP influent) plus the total overflow volume. The percent capture was obtained by dividing the WPCP influent volume by the total wet weather flow volume, as shown in the following equation:

Percent Capture = [WPCP Influent] / [Total Wet Weather Flow]

For the average year rainfall described above (1986), the findings indicate that 88 percent of the wet weather flow is routed to the WPCP. This is above the USEPA Presumptive Approach of 85 percent of the wet weather volume. Table 7 summarizes the average year simulation results. Table 8 details the overflow volume for each CSO location during the average year.[34]

Based upon that presented thus far, the City recognizes that it does not meet the test for criterion 1 above, but asserts that it does meet the test for criterion 2 for the appropriate application of the Presumption Approach.[35] The remainder of this section is, therefore, to deal with the qualifier imposed by the CSO Control Policy, namely that "…such presumption is reasonable in light of the data and analysis

[34] Table 7 and Table 8 of the Consultant's Report can be found at Appendix

[35] Analyses was also conducted to determine the "modeled impact" of completing the in-situ lining project in Basin 001 discussed earlier in this report. With the Basin 001 project completed, it is predicted that 90.5% of the wet weather flow would be routed to the WPCP.

conducted in the characterization, monitoring, and modeling of the system and the consideration of sensitive areas…".

3. Sampling of Basins during dry weather flows

Table 32: BOD_5 and Suspended Solids loadings from specified Basins

		(MGD)	(mg/l)		(pounds/day)	
Basin	**Date**	**Flow**	**BOD_5**	**SS**	**BOD_5**	**SS**
3	10/11-12/2007	0.979	48.0	59.0	391.9	481.7
7	6/12-13/2006	0.954	159.0	190.0	1,265.1	1,511.7
10	09/4-5/2008	0.040	519.0	213.0	173.1	71.1
11	09/4-5/2008	0.080	389.0	360.0	259.5	240.2
16	06/12-13/2008	0.150	71.0	72.0	88.8	90.1
19	08/8-9/2006	0.111	296.0	460.0	274.0	425.8
20	06/12-13/2006	0.193	126.0	106.0	202.8	170.6
21	06/12-13/2008	0.450	66.6	64.0	249.9	240.2
22	06/12-13/2008	0.093	592.0	496.0	459.2	384.7
24	06/12-13/2006	0.235	170.0	130.0	333.2	254.8
Total		**3.285**			**3,697.6**	**3,870.9**

With the typical summer loading on the WPCP being in the order of 11,350 pounds per day BOD_5 and 13,375 pounds per day Suspended Solids, the by-passing of 14.97% of the total wastewater that entered the combined sewer system of the City during the design 3 month storm (column "003 done" in Table 31) would result in the following impact upon the Black River (relative to the sanitary BOD_5 and suspended solids in the system):

BOD_5: 11,350 X 0.1497 = 1,699 pounds of the BOD_5 by-passing

Suspended solids: 13,375 X 0.1497 = 2,002 pounds of Suspended solids by-passing

Given that an average of 572 pounds per day BOD_5 and 710 pounds per day suspended solids is normally in the WPCP effluent, then for the day that the design

storm hit, approximately 2,271 pounds of BOD_5 and 2,712 pounds of suspended solids would be discharged to the River. The City's SPDES permits a maximum average of 6,000 pounds per day discharge of BOD_5 and 6,000 pounds per day suspended solids for any one week so long as the monthly average discharge remains at or below 4,000 pounds per day and the monthly average 85% removal threshold is preserved. With the design storm in question having the frequency of hitting on the average only once each 90 days, and the clear need to experience 3 such storms in one week to violate weekly established SPDES limits, the likelihood of reaching the 6,000 pound threshold for either analyte is more than remote. This means that the facility would in all likelihood meet permit for BOD_5 and suspended solids in spite of the fact that the CSOs and the Influent "A" by-pass device were active and their respective River loadings were to be accounted for against the City permissible discharges.

Table 33: Remaining analytes tested in the respective basins. Dates and flows for each are the same as for Table 21.[36]

	(mg/l)								
Basin	TP	Al	Cd	Cr	Cu	Hg	Zn	TKN	O&G
3	2.34	0.13	ND	ND	0.02	ND	ND	9.36	18.00
7	3.55	0.24	ND	ND	0.05	ND	0.09	23.50	22.00
10	9.32	0.21	ND	ND	0.11	ND	0.14	65.30	59.00
11	6.35	0.21	ND	ND	0.15	ND	9.00	62.90	39.00
16	2.76	0.11	ND	ND	0.06	ND	0.06	27.60	22.00
19	7.10	0.61	ND	ND	0.04	ND	0.20	47.30	31.00
20	2.43	ND	ND	ND	0.08	ND	0.07	19.40	20.00
21	2.13	0.07	ND	ND	0.03	ND	0.02	17.30	11.00
22	4.76	0.13	ND	ND	0.03	ND	0.17	45.20	196.00
24	2.31	ND	ND	ND	0.07	ND	0.08	18.60	38.00

TP = Total Phosphorus
Al = Aluminum
Cd = Cadmium
Cr = Chromium
Cu = Copper
Hg = Mercury
Zn = Zinc
TKN = Total Kjeldahl Nitrogen
O&G = Oil and Grease
mg/l = milligrams per liter

[36] ND = non detection; Detection limit for Al, Cd, Cr, and Zn is 0.02 mg/l. Detection limit for Hg is 0.0008 mg/l.

The City is not making the argument that the overflows and by-pass are, therefore, not issues that ultimately need to be dealt with. Quite the contrary, the overflows and by-pass ought to be prudently addressed. Further, the presence of "floatables" (objects that float to the surface of running water such as cigarette butts, plastic items, etc. and are noticed by observers) while not a hazard, nonetheless deteriorate the visible appearance of the river banks. The City is making the argument, however, that the Water Quality Presumptive Test is met, and that the above analyses show that solids loadings are such that solids control at the combined sewer overflows and by-pass device when they are active need not take precedence over sewer separation projects further upstream in "troubled basins." This becomes even more evident with the River sampling that has also been conducted.

Control of solids and BOD loadings in the overflows and by-pass characteristic of Watertown is not an issue that should take precedence over sewer separation projects upstream in some of the basins.

4. Sampling of River

The Black River was sampled 8 times at each of the 5 River sample points. Six of the eight were to establish "background" or base level data and were conducted when the CSOs and By-pass were not active. The City had indicated that it would capture 3 sampling events when the CSOs and By-pass were active, but were only successful in accomplishing 2 of the 3.

Table 34: Black River Sampling

Date	River Flows (cfs)	CSOs/By-pass Active?
June 14, 2007	1,400	No
July 19, 2007	1,470	Yes
August 4, 2008	2,225	No
August 6, 2008	2,840	No
August 11, 2008	6,500	No
August 13, 2008	6,900	Yes
August 25, 2008	3,500	No
August 27, 2008	3,200	No

The 80 year average flow of the Black River is 4,156 cfs. Thus the majority of the River sampling is "dry weather conditions" with only two of the eight with flows above long term average conditions (August 11 and August 13, 2008).

The result of analyses of the River sampling for all five sample points is at Appendix F. What is observed in the data is that the Black River "sensed" the presence of the Engine Street CSO (007) during storm events. This is seen in the E Coli/100 ml values that would spike dramatically at R3 sample point (immediately downstream of the CSO 007's outfall on the River). To a lesser degree, but still of significance is the River's sensing of the overflows at River Sample point 4 (downstream of Kelsey Creek) and Sample Point 5 (downstream of the Western

Outfall (001) and the two plant Effluents). No other analytes measured seemed to indicate this same phenomenon.

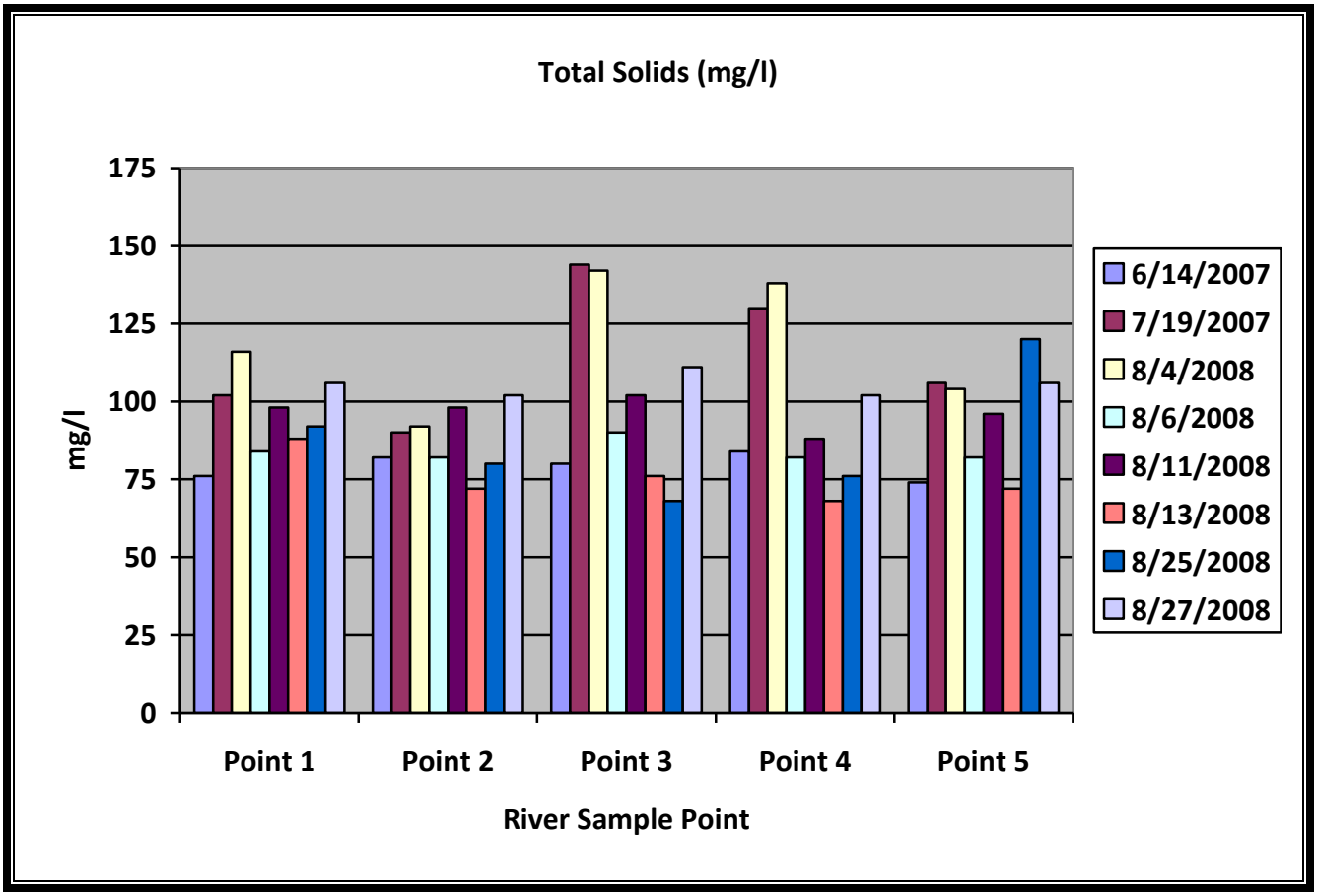


Figure 55: Total Solids at the five River Sample Points

As indicated in Table 34 above, on July 19, 2007 and August 13, 2008 the overflows and the Influent "A" By-pass were active at the time of sampling. As shown in Figure 55 above for Total Solids and Figure 56 below for Suspended Solids however, the solids levels are not impacted by the overflows.
The Total Solids loading remained uniform throughout the 5 sample points with only one exception – both sample point 3 and 4 in Figure 55 (Total Solids) seemed to have "spiked" for the same two sample events (July 19, 2007 and August 4, 2008) – the former of which was an overflow event and the latter of which was not.

It is most likely that the solids that may have been "picked up" prior to sample point 3 were then carried in the River past sample point 4. It seems evident that the solids were then deposited in the riverbed before they reached sample point 5. It is not known why the spikes occurred. They cannot be explained as due to an overflow event as one occurred during such an even while the other did not.

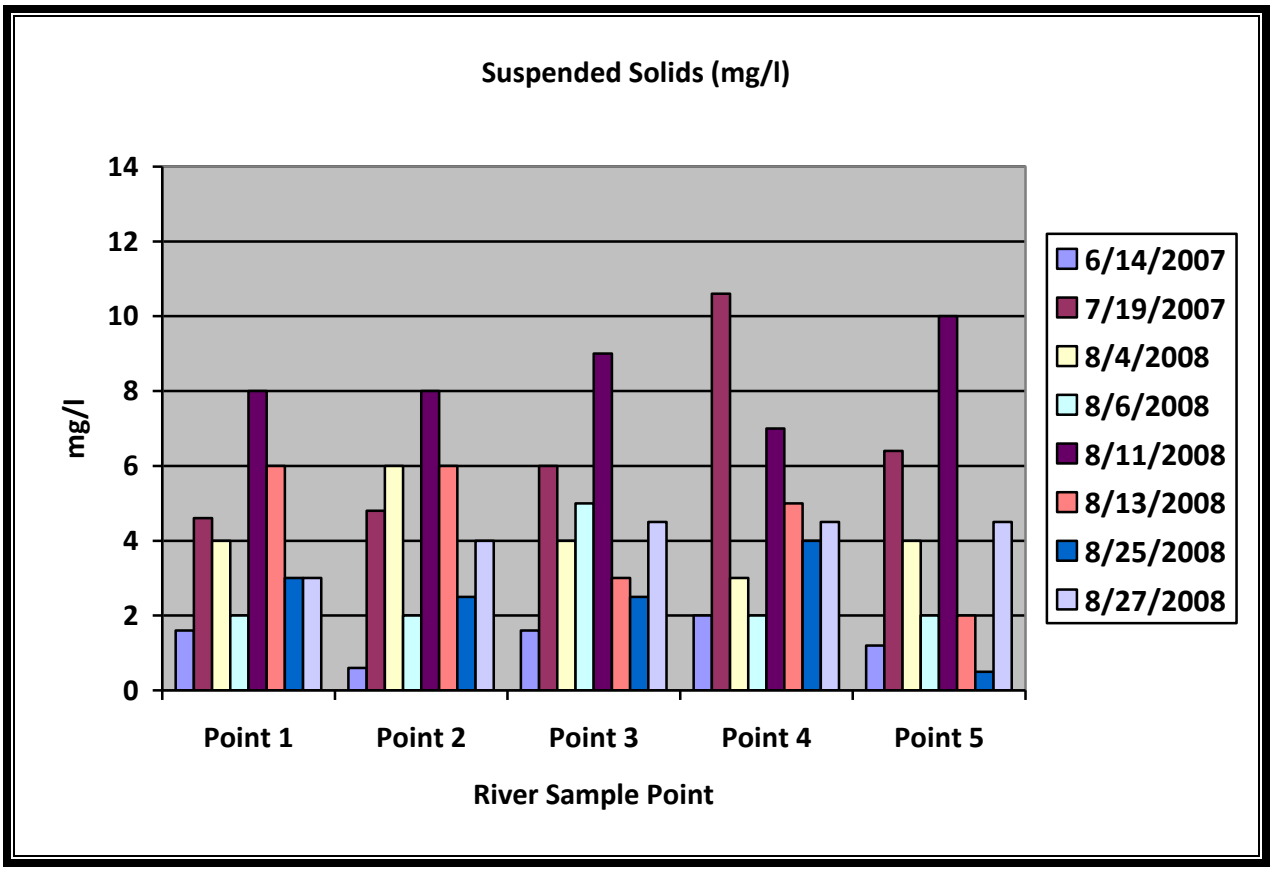


Figure 56: Suspended Solids at the five River Sample Points.

The same observation presented for the Total Solids seems to also hold for the suspended solids. The levels of suspended solids that were already in the River upstream of the City (that is, upstream of sample point 1) seemed to hold throughout the 5 sample points. For perspective, 10 mg/l suspended solids would present itself as "clear" water as the turbidity caused by it would be virtually

undetectable by the unaided eye. For the two events in which CSOs and the Influent "A" By-pass were active (July 19, 2007 and August 13, 2008), suspended solids remained as "indiscernible" as did the six events with no CSO overflows or Influent "A" By-pass.

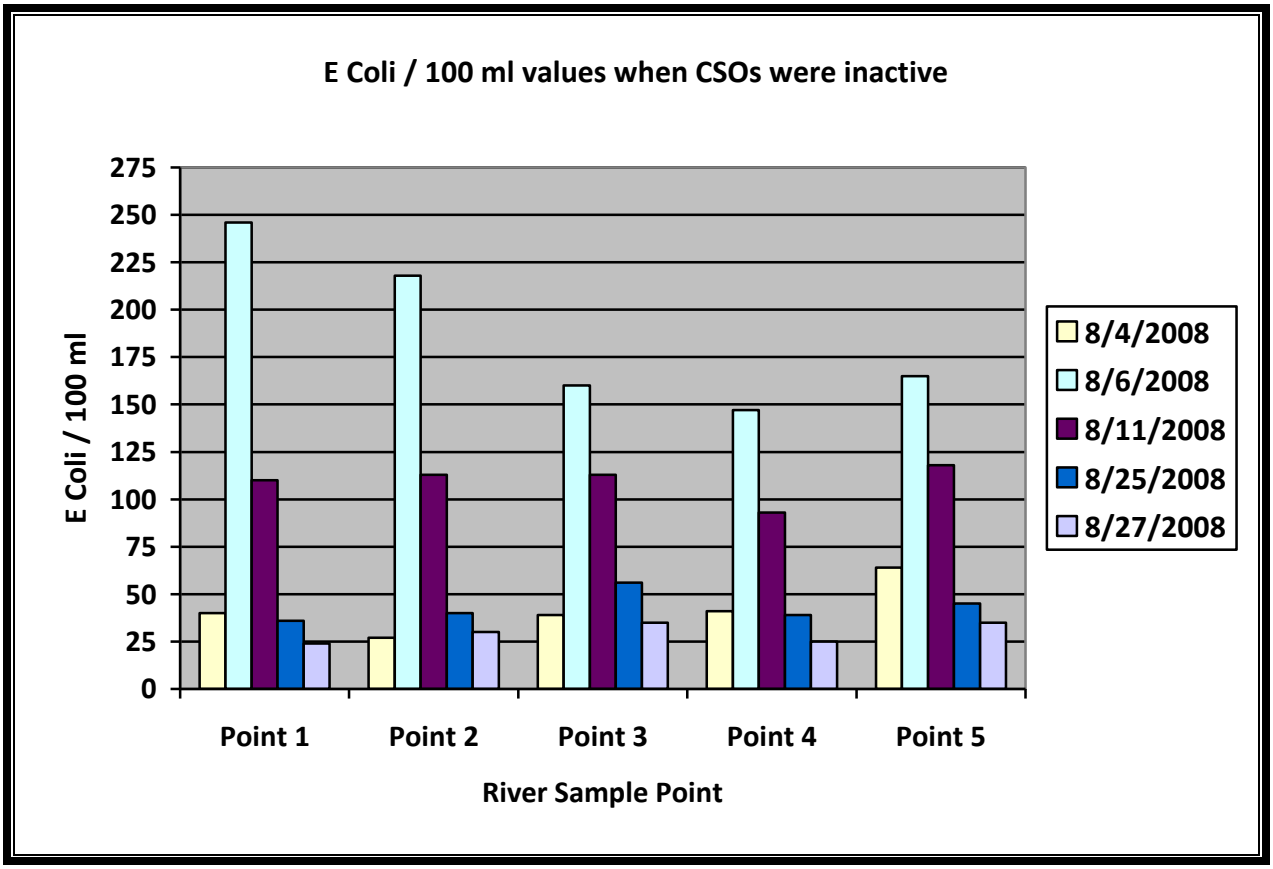


Figure 57: E Coli sampling at the five River Sample Points.

In the Figure 57 above, five sampling events all occurring in August 2008 are presented. USEPA quotes[37]:

> **EPA Criteria for Bathing (Full Body Contact) Recreational Waters – Freshwater:**
>
> **Based on a statistically sufficient number of samples (generally not less than**

[37] AMBIENT WATER QUALITY CRITERIA FOR BACTERIA – 1986; EPA 440/5-84-002; January 1986; pg 16.

5 samples equally spaced over a 30-day period), the geometric mean of the indicated bacterial densities should not exceed one or the other of the following:

E. Coli	**126 per 100 ml; or**
Enterococci	**33 per 100 ml**

The geometric mean for the sampling referenced in Figure above is:

Sample point 1:	62.26 E. Coli per 100 ml
Sample point 2:	60.32 E. Coli per 100 ml
Sample point 3:	68.92 E. Coli per 100 ml
Sample point 4:	55.91 E. Coli per 100 ml
Sample point 5:	72.21 E. Coli per 100 ml

Insufficient data was collected to develop the analogous E. Coli geometric means for the sample points when the CSOs and the Influent "A" By-pass were active as only two such samples were collected and in different calendar years. The two sets of data that were collected indicate that the presence of E. Coli in the River is impacted commencing with River Sample Point 3, and continues to some point downstream of sample point 5 (see Figure 44 below). It is not known why the E. Coli spiked so dramatically at River Sample Point 3 on July 19, 2007. River appearance during that event lends credence, however, to the validity of the spike. The River does narrow and enter a "bend" at this particular sample point allowing the hydraulics to concentrate the plume that generates from and describes the Engine Street Basin Overflow (007). The sample was taken from within the plume. The sample collected at River Sample Point 3 for both events (July 19, 2007 and August 13, 2008) were collected at the same location. River flows were 1,470 cfs for the former and 6,900 cfs for the latter. This would lead one to be tempted to offer dilution as the cause of the wide difference in the two samples at River Sample Point 3. The plume is impacted by the flow of the River. The dilution explanation is seriously challenged, however, by the failure of any of the other sample points to respond in the same manner.

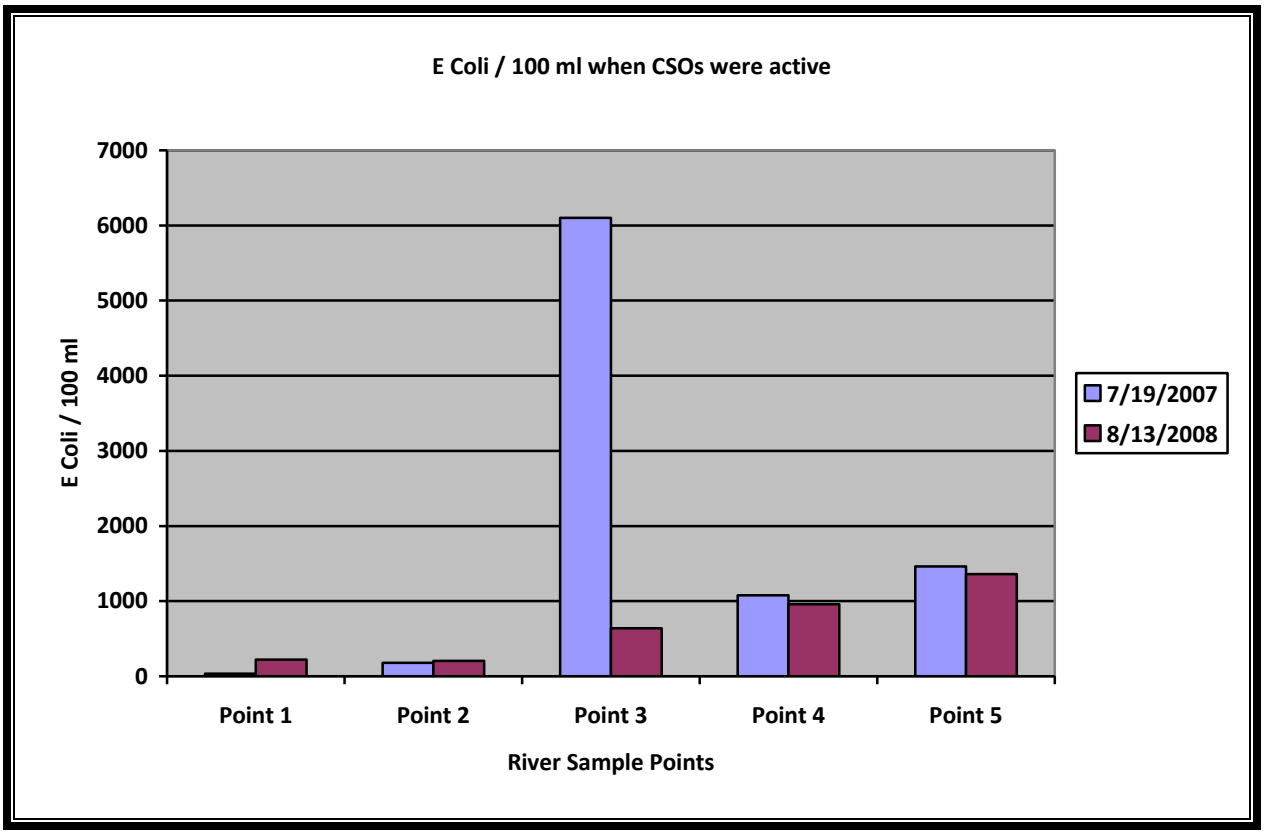


Figure 58: E Coli analyses (CSOs and Plant By-Pass active).

5. Impact upon Sensitive Areas

"Sensitive Areas" are targeted because of six principle concerns:

1. Rare or endangered species of plants or animals within the river;
2. Fishing along and on the river;
3. Viewing of the river from the edges of the river or from rafting on the river;
4. Direct immersion in the river that is consistent with swimming, "play boating" or other like activities;
5. Potable water uses of the river; and/or
6. Direct discharges by categorical or significant industrial users.

There are no potable users of the Black River at or downstream of any of the City

CSO, outfall, or bypass structures. Further, there exists only one categorical or significant industrial user within the City's system and that user pretreats its discharges to a benign condition. There are no endangered species of plants or animals within the river. The only endangered species of any type in remote vicinity of the Black River in the general Watertown area is a species of bats known at times to inhabit some limestone fissures and caves adjacent to reaches of the river. Hence, any consideration given to "sensitive areas" is driven by the concerns 2, 3, and 4 above - fishing, viewing and immersion.

Fishermen have been observed using any and all parts of the river. The largest concentrations seem to be a Waterworks Park at the northeast entrance of the river's trek through the City, and at the VanDuzee Street Bridge in the northwest quadrant of the City. The only structure upstream of Waterworks Park is the Water Filtration Plant controlled bypass device (025), thus rendering mute any potential impacts. The VanDuzee Street Bridge is 1,500 feet (0.28 miles) downstream of Engine Street (CSO 007).

Viewing of the river is most extensive at Waterworks Park (see comments above), the Memorial Riverwalk, popular kayak play spots, and at the four bridges within the City.

The City has no place on its river front that is targeted for swimming. Yet swimmers are known to be in the river on occasion at almost any location except for the immediate vicinity of the dams within the City.

Immersion would be most associated with kayak activities and river rafting. The river rafting commences at the point immediately downstream of the Mill Street Bridge in the City and proceeds downstream thereafter. Kayak activities are concentrated in two areas - vicinity of Waterworks Park, and "Hole Brothers" (located in the vicinity of the City's DPW facilities on Newell Street). The "Hole Brothers" is upstream of the Engine Street CSO 007 and is, therefore, unimpacted by it. "Hole Brothers" is downstream of CSO 11, a very small and unimpacting basin comprised of 30 acres.

The fact that the controlling considerations for "sensitive areas" is reduced to fishing, viewing and immersion, together with the realization that such things are

uncontrolled and somewhat ubiquitous along the entire reach of the river in Watertown (except perhaps for limited and sporadic occurrences as highlighted above), the City believes that the river does not necessarily present any one area as more or less sensitive than another. Hence, selection of priority (which in truth only governs the particular order in which the work effort shall proceed) is more a function of size and volume of overflows exhibited by basins rather than any unique reach or characteristic the river itself. Basins 001, 003, and 007 distinguish themselves from all the others based upon size and the volume of their overflows when they occur. Basins 001 and 003 are mitigated (the former by the proposed in-situ project and the latter by the accomplished in-situ project, together with the predicted response of By-Pass 004 to these projects). Hence, the immediate area downstream of CSO 007 remains the sole point on the river that lends itself to any argument made discussing "sensitive areas." Further, the issues of concern at CSO 007 are bacteria and ascetics (caused by floatables).

IV. Impairments identified and potential responses

A. Impairments

Four significant and addressable impairments have been identified:

1. Anomalous inflow in Western Outfall (Basin 001) downstream of Wealtha Avenue (confirmed and programmed for correction in City FY 2010-2011);
2. Rapid infiltration in the NSTS immediately upstream of Kelsey Creek CSO 003 (corrected with an in-situ lining project late CY 2009, yet to be "closed out"; and with ongoing data collection to document degree of resolution);
3. Impacts on the River from overflows from the Engine Street Basin (007);
4. General Infiltration (two projects currently underway – Breen Avenue Reconstruction, and Riggs Avenue Reconstruction – with City's long term Capital Plan to systematically address more of the same).

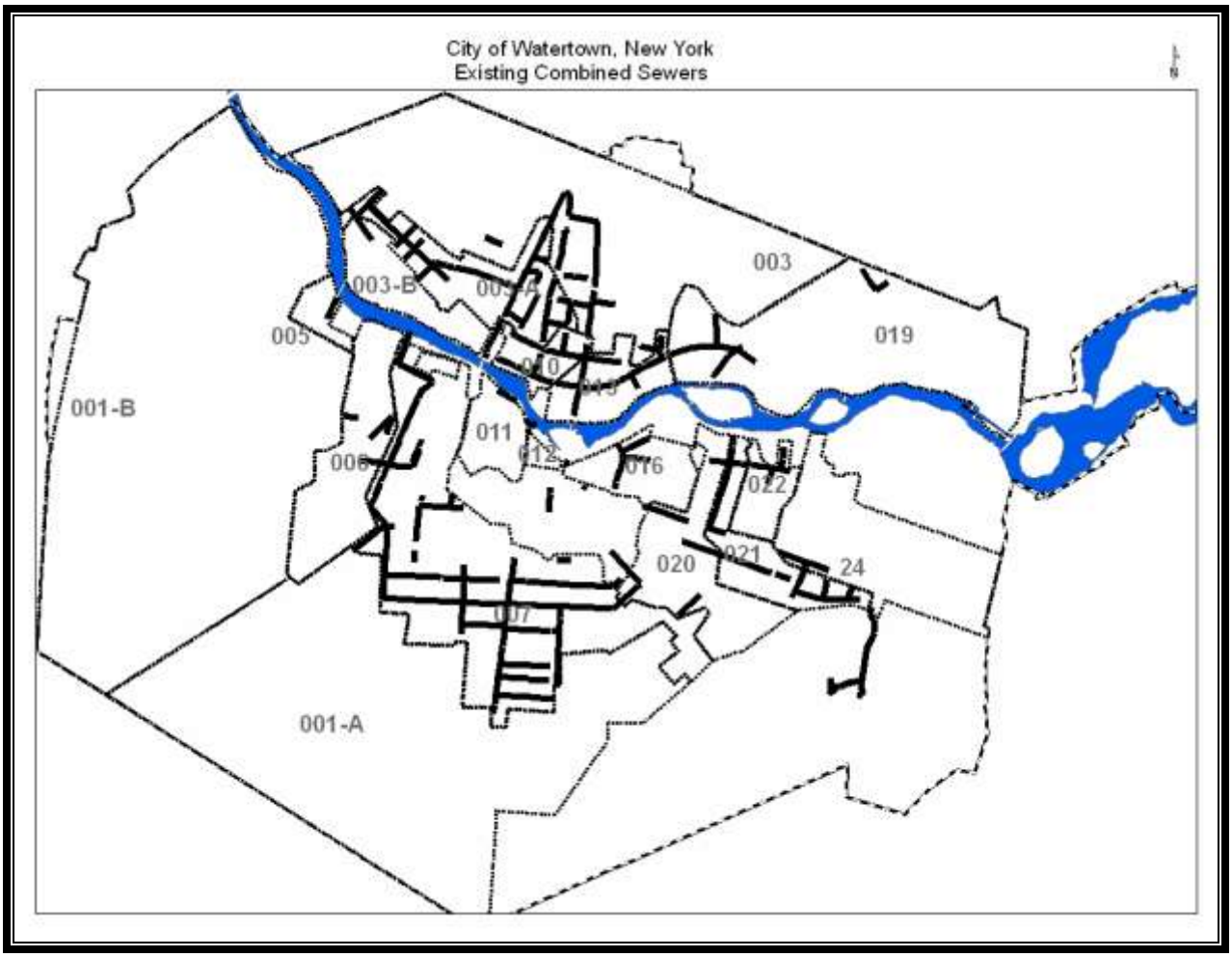


Figure 59: Location and scale of Combined Sewers in the City (according to existing records in the Engineering Department). Basin 003 and Basin 007 by far contain the preponderance.

B. Long Term Control Plan Goal

The goal of the LTCP had been indicated in Section I.A of this report – that is:

The goal of the Long Term CSO Control Plan is to positively identify, in both qualitative and quantitative terms, the actual adverse impacts that the City's active CSOs have upon the water quality of the Black River, and once identified, then to identify and enact reasonable control measures in a prudent sequence, schedule, and cost effective manner that both make sense and will reduce the identified adverse impacts in some meaningful and measurable way.

Applying the goal against the specific impairments identified above (the numbering below matches the numbering in Section IV.A above):

1. Western Outfall Basin 001: in-situ lining of the Western Outfall downstream of Wealtha Avenue and upstream of CSO 001 is planned, approved and scheduled as previously described (Section III.D.1), with anticipated completion late in CY 2011.
2. NSTS In-Situ Lining (Basin 003): This project has already been brought to substantial completion during CY 2009 as detailed above (Section III.D.2) and is undergoing project closeout, followed by confirmation and documentation of the project's impact upon CSO 003.
3. There are projects scoped and contained in the City's currently approved Five Year Capital Plan that would relieve storm water issues in the Engine Street Basin (007). The Engine Street CSO Abatement Project Design (estimated to cost $70,000) is approved for FY 2011-12. Phase 1 of the Engine Street CSO Abatement Project (storm sewer component estimated at $848,000) is scheduled for FY 2014-15. There is a long lead time in the design phase and construction start of this project. A relief storm trunk sewer must be properly located and sized necessitating the identification and scoping of several options. Property acquisitions and securing right of ways may be found necessary. With the relief storm trunk sewer then placed, the network of auxiliary storm connections may then be located and designed.[38]

[38] The Flower Avenue Storm Sewer Project as well as the Washington Street Storm Sewer Project highlighted in the first draft of this report fall within the now defined scope of the Engine Street CSO Abatement Project. Hence, their exact definition and scheduling must wait the findings and decisions during the design effort of the CSO Abatement Project as described.

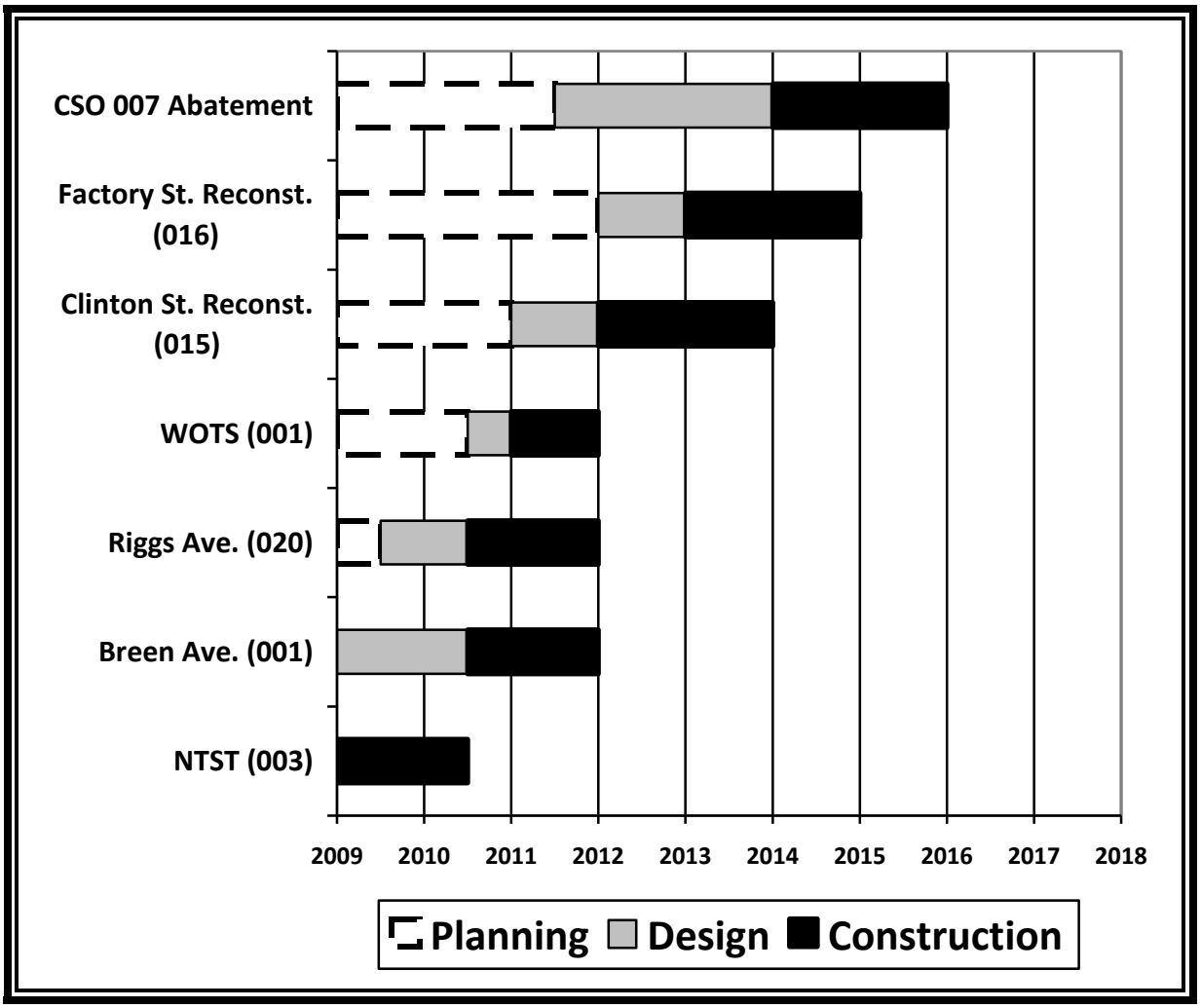


Figure 60: Five Year Approved Capital Plan

NTST (003) in-situ lining project is at substantial completion and currently undergoing manhole sealing and closeout. Construction at Breen Ave. (001) commenced in 2010 with anticipated completion by the end of the construction season of 2011. Riggs Ave. (020) construction contracts have been awarded with construction started in August 2010. WOTS (001) in-situ lining is in design with construction completion anticipated in 2011.

Repeated for emphasis, this LTCP Phase 1 Report acknowledges the fact that the Engine Street Basin (007) currently presents issues of bacteria and ascetics. Short term solutions may be considered in the interim while more substantive separation projects are planned, designed and implemented. The City believes such interim measures to be "short sighted" in light of the fact that the Presumptive Approach Criteria for Water Quality are already met. The sewer separation projects upstream in Basin 007 are the more efficient utilization of limited capital dollars.

4. Addressing further infiltration and inflows would be consistent with street reconstruction projects planned and implemented in the City's Capital Plan. With 1, 2, and 3 above completed and thus addressing the more significant CSS defects, subsequent storm sewer improvements ought to yield to the City's Street/Water/Sewer comprehensive capital improvement plans driven by considerations that may not be solely storm water. Already within the City's adopted Capital Plan (pgs. 243, 261, and 269) are three such projects:

   a. Riggs Avenue Reconstruction, Basin 020 (for FY 2010-11):
      i. Sidewalk: $38,000
      ii. Storm Sewer: $122,000
      iii. Street: $82,000
      iv. Water Main: $134,000
      v. Sanitary Sewer: $124,000

   b. Clinton Street Reconstruction, Basin 015 (for FY 2011-12):
      i. Sidewalk: $239,000
      ii. Storm Sewer: $623,000
      iii. Street: $903,000
      iv. Water Main: $561,000
      v. Sanitary Sewer: $831,000

   c. Factory Street Reconstruction Basin 016 (for FY 2012-13):
      i. Sidewalk: $689,000
      ii. Storm Sewer: $1,118,000
      iii. Street: $3,730,000
      iv. Water Main: $1,398,000
      v. Sanitary Sewer: $1,195,000

5. For informational purposes, Table 35 below indicates the scale of projects that would complete the combined sewer separation in the City, indicating the differential cost if only the combined sewer were to be separated versus the decision to reconstruct the entire street section in the process.

Table 35: Combined sewer separation and potential street reconstruction remaining for the basins indicated.

Basin	2010 present worth $ (million)	
	Combined Separation only	Total Street Reconstruction
Basin 001	$0.21	$0.56
Basin 003	$10.49	$28.36
Basin 007	$13.23	$35.75
Basin 019	$0.79	$2.15
Basin 020	$1.62	$4.38
Total	**$26.34**	**$71.20**

V. Financial Assessment

The financial assessment that follows shall present the current annual cost to the City Users (that is, less projected cost to be borne by the Outside Users) and then shall consider a variety of scenarios for capital programs that address the combined sewer system of the City. All dollars used in the analysis shall be brought to a Calendar Year 2010 present worth value such that all considerations may be evaluated against the same "valued dollars." The dollars and factors utilized below are documented relative to their respective sources.

A. Current Costs (comprised of annual O&M costs and debt service):

Annual Operations and Maintenance Expenses, and current debt service:

a.	Administration	$ 142,706	
b.	Sewer	427,025	
c.	Treatment and Disposal	2,783,819	
d.	General	277,503	$ 3,631,053

e. Less that borne by other than City Rate Payers: (1,339,400)[39]

Annual Debt Service: 699,798

Current Cost: $ 2,991,451[40]

(Since this value is for FY 2010-11, it is considered present worth.)

Current Cost Adjusted to FY 2010-11: $2,991,451

B. Projected New Debt Costs[41]:

a. Kelsey Creek CSO 003 NSTS in-situ lining:

$67,000 FY 2009-10 Specifications and Design
$340,000 FY 2009-10 Construction

[39] Lines G2122; G2370; G2401; G2590 from the City of Watertown, New York Adopted FY 2010-11 Budget; Sewer Fund Revenues; pg. 192

[40] All information leading to this value is from City of Watertown, New York Adopted FY 2010-11 Budget; Sewer Fund Revenues and Expenditures; FY 2010-11; pg. 191

[41] Only sewer fund new capital debt caused by sewer separation projects are considered. Other new capital debts (i.e. vehicle or equipment acquisitions) are not factored in. New capital debt expenditures for projects are taken out 15 years, with the full 15 yearly increments of capital financing then brought to the FY 2010-11 present worth. The "present worth package" is financed for the 15 years at 4.75 percent. Street reconstruction is assumed. The fourth through the fifteenth years are not currently "on the books" as is indicated in footnote 42. The projects summarized as V.B.a, V.B.b, and V.B.c are as documented or as contained in the currently adopted Budget.

b. Riggs Avenue Reconstruction (020):
$264,000 (Sewer Separation only)
$500,000 (Total Street)

c. WOTS (001) in-situ Lining Project:
Design "in-house"
$620,000 FY 2010-11 Construction

d. Clinton Street Reconstruction (015):
$1,454,000 (Sewer Separation only)
$3,157,000 (Total Street)

e. Factory Street Reconstruction (016):
$2,313,000 (Sewer Separation only)
$8,160,000 (Total Street)

f. Engine Street CSO 007 Abatement Project:
$70,000 FY 2011-12 Specification and Design
$848,000 FY 2014-15 Phase 1 Construction (Storm Sewer only)
$3,057,000 FY 2014-15 (Total Street)

g. First Project following CSO 007 Abatement Project, Phase 1[42]
$70,000 FY 2011-12 Specification and Design
$700,000 FY 2012-13 construction (Sewer Separation Only)
$2,000,000 FY 2012-12 reconstruction (Total Street)

h. Annual new projects following CSO 007 Abatement, Phase 1:

[42] These projects (V.B.g and V.B.h) are neither scoped nor planned. The assumption is that to complete the combined sewer separation in the City of Watertown after V.B.a through V.B.f were done would require a $2 million FY 2009-10 present worth commitment for reconstruction per year for 20 consecutive years. (Thus, 23 projects would be needed in total.) Each of these undefined projects would be preceded in its previous year by $70,000 design and specification expenditure. Once the routine begins, $2 million plus $70,000 would be financed per year.

Initially, 11 additional projects considered, one per year[43]
$70,000 Specification and Design
$700,000 construction (Sewer Separation Only)
$2,000,000 reconstruction (Total Street)

An adjustment factor is employed to bring future costs into the "present worth," relying upon the current 5 year average Consumer Price Index (CPI) as reported by the US Department of Labor Bureau of Labor Statistics.[44]

Average annual percentage change CPI 2004 thru Sep 2008 = 3.56[45]

Adjustment Factor = 1 / (1 + CPI)^{years}

Based upon the above equation, the adjustment factor would be for the following number of years adjustment:

1 year = 0.9656; 2 years = 0.9324; 3 years = 0.9004; 4 years = 0.8694; 5 years = 0.8395
6 years = 0.8107; 7 years = 0.7828; 8 years = 0.7559; 9 years = 0.7299; 10 years = 0.7048
11 years = 0.6806; 12 years = 0.6572; 13 years = 0.6346; 14 years = 0.6128; 15 years = 0.5917

Adjusting all above described projects to the FY 2009-10 present worth for V.B.a through V.B.e:

a. $407,000 X 1.0000 = $407,000
b. $500,000 X 1.0000 = $500,000
c. $620,000 X 1.0000 = $620,000
d. $3,157,000 X 0.9656 = $3,048,400[46]

[43] The 11 additional projects added to the six considered in V.B.a thru V.B.f would result in a total of 17 projects of the 23 projects necessary to completely separate the combined sewers that exist in the City. In addition to the 17 of 23 project scenario, the entire analysis was repeated for a 5 of 23 project scenario, a 10 of 23 and a 23 of 23. These additional 3 scenarios were assessed to offer a comparison with the initial 17 of 23 project scenario for the purpose of establishing a "sensitivity analysis" the various sized total capitalization would have on the Residential Indicator.

[44] Taken from EPA-833-R-07-005 dtd May 2007 THE LONG-TERM CONTROL PLAN – EZ (LTCP-EZ) TEMPLATE; pg. 28

[45] http:www.bls.gov/news.release/cpi.nr0.htm

e. $8,160,000 X 0.9324 = $7,608,384[47]
f. $3,057,000 X 0.9324 = $2,850,347
g. $2,070,000[48]
h. Remaining 10 years:
   11 X $2,070,000 X 1.0 = $20,700,000 **<u>$37,804,131</u>**

Total new debt 2010 present worth = $37,804,131

The present worth value of new debt would have to be reduced to an "annualization amount," that is, what would be the annual interest plus principal (I+P) payments based upon the local borrowing interest rate and the number of years the debt is financed. Herein it is assumed 4.75% interest and 15 years term.
The annual expense (I+P) is:[49]

(Present worth value of total debt) X {interest rate / [(1 + interest rate)^{years} – 1] + interest rate}

Annual (I+P) New Debt: $37,804,131 X 0.09472 = $3,580,807

Annual expense (interest + principal) = $3,580,807
(NOTE: this represents new debt form the above defined CSO projects)

Adding the Adjusted cost from Section V.A. to this new debt:
Current Adjusted Cost + Annual (I+P) for New Debt = <u>$6,572,258</u>

Total WWT flow (including Infiltration and Inflow) attributable to Residential Users:

City's 2007 population 27,443[50]

---

[46] Brought back 1 year to place in 2010 dollars

[47] V.B.e and V.B.f brought back two years to place in 2010 dollars

[48] V.B.g and V.B.h estimates were already in 2010 dollars

[49] The equation is from the same source and page as footnote 23.

[50] http://www.city-data.com/city/Watertrown-New-York.html; 2007 population

Hydra assumed sanitary gallons per capita day = 85
Sanitary contribution by residential population = 27,443 X 85 or 2.333 mgd

Dry weather flow at the POTW:

Total flow			7.58 mgd	
Less Outside users:	DANC	1.87		
	RT3	0.07		
	TSDs	0.32	(2.26 mgd)	
Less Infiltration:			(3.08 mgd)	
Sanitary Flow:				2.24 mgd[51]

Fraction of total WWT flow attributable to residential users: 1.0 is used herein given the comment made in footnote 51.

Residential share of Total WWT and CSO costs: **$6,572,258**

Number of households in the City: 27,443 people / 2.3 people per household[52]

11,932 households

Cost per household: $6,572,258 / 11,932 = **$551**

---

[51] Confirmed by this analysis is the appropriateness of the statement that 100% of the flows originating within the City can be attributed to "residential use," or "household use." Household populations that perhaps migrate from inside the City to outside the City for daily employment are matched by populations that do just the opposite. Hence there is no differential of any significance to attribute to commercial or institutional use, or to attempt to differentiate same from household use. Remember, current costs and adjusted current costs have already excluded any user not considered an "Inside the City user."

[52] Same as footnote 50

Median Household Income (MHI): $36,600[53] as of 2007

Adjustment of MHI from 2007 to 2010:

$$\textbf{Adjustment factor} = (1 + \text{CPI})^{\text{Current year – Census year}} = (1 + 0.0430)^{2010\text{-}2007} = 1.13463$$

Adjusted MHI: $36,600 X 1.13463 = <u>$41,527</u>

Annual WWT and CSO control CPH as a percent of adjusted MHI:

($551 / $41,527) X 100 = <u>1.33%</u>

The table below is extracted directly from EPA-833-R-07-005 dated May 2007 and indicates that the financial impact for households within the City of Watertown is in the "mid-range" as determined by the USEPA methodology:

Table 36: Financial Impact vs Residential Indicator

Financial Impact	Residential Indicator (CPH as % of adjusted MHI)
Low	Less than 1% MHI
Mid-range	1% to 2% of MHI
High	Greater than 2% MHI

C. Sensitivity analysis:

It is revealing to conduct a sensitivity analysis of the financial impact upon the Residential Indicator as a function of the aggressiveness of the Capitalization Program

[53] Same as footnote 50

The above analysis assumed $2,070,000 generalized capitalization per year for years 6 through 15 of a 23 year projected program, with the first 5 years being defined by specific projects already scoped. For the purpose of "sensitivity" it is now assumed that only 5 years, and then 10 years of the program are projected (in lieu of the 15 year projection as shown above). And then the "complete 23 year program" projection is made, compressing the entire 23 year program into the 15 year capitalization package. Table 37 below indicates the sensitivity this very large swing in excess of $37 million in the capitalization for the sewer separation program has on the Residential Indicator. As determined by the USEPA procedure, the cost per household (CPH) as a percent of the median household income (MHI) would range from 0.93% to 1.64%, resulting in the USEPA "guided determination" that impact is low to mid-range regardless. This does not mean that the impact is in fact low to mid-range but only means that this is the determination that the USEPA would guide one to make. What is shown in this sensitivity analysis concerning the financial assessment procedure developed by the USEPA is that it is not sensitive to very wide shifts in capitalization programs (a greater than threefold increase shown herein), or in resultant annual cost to City households (176% increase). In short, the "guided determination" of the analysis (low to mid-range impact) would be virtually the same regardless of what the City does or does not do. The USEPA procedure must, therefore, "be embraced with a very large grain of salt" and qualifications must be imposed upon the results to temper the findings lest inappropriate conclusions be drawn.

For example, the analysis does not consider the following points. There may well be 2.3 people on the average per household for the City of Watertown. The household that has one or two people is typically the household with greater discretionary income than larger households because they are "singles" or married without children, etc., and can more easily absorb cost per household increases. Programs already in existence abate or mitigate the financial impacts upon retired individuals with fixed income. The households with greater than 2 people are typically the households with children and/or extended family and at a stage of economic stress wherein increases in costs are significantly impacting. Further, since sewer rates are a function of water consumption, the greater the number of people in the household, the greater is the proportion of cost shifting toward them. It is, therefore, the younger family with children or the household with an extended family "under its roof" that is going to be the unit shouldering burdens to which this analysis developed by the USEPA does not appear to be sensitive. It is this same

younger family that also has the lower household income, compounding what is already an adverse impact.

Table 37: Summary of Sensitivity Analysis

Capital program	5 years of 23 year program	10 years of 23 year program	15 years of 23 year program	Complete 23 year program
First 5 years	$17,104,131	$17,104,131	$17,104,131	$17,104,131
6th thru 15th year		$10,350,000	$20,700,000	$37,260,000[54]
Total	**$17,104,131**	**$27,454,131**	**$37,804,131**	**$54,364,131**
[55]Annual (I+P)	$1,620,103	$2,600,455	$3,580,807	$5,149,370
Current and Projected costs	$4,611,554	$5,591,906	$6,572,258	$8,140,821
CPH	$386	$469	$551	$682
CPH as % of adj. MHI	**0.93%**	**1.13%**	**1.33%**	**1.64%**

Further, this analysis, while considering new capital debt caused by sewer separation projects, fails to consider new capital debt applied to the Sewer Fund arising from other causes (i.e. vehicle or equipment acquisitions, etc.).
No one with experience in writing municipal budgets while considering a threefold increase in a capitalization program to be applied against sewer rates at the scale considered in this sensitivity analysis or a 176% increase in annual fees applied to households would ever conclude that the increases would have a "low to mid-range" impact upon its tax or rate payers.

[54] See Table 24 of the LTCP Phase 1

[55] Assumed total capital program is financed at 4.75% over 15 years based upon FY 2009-10 present worth dollars.

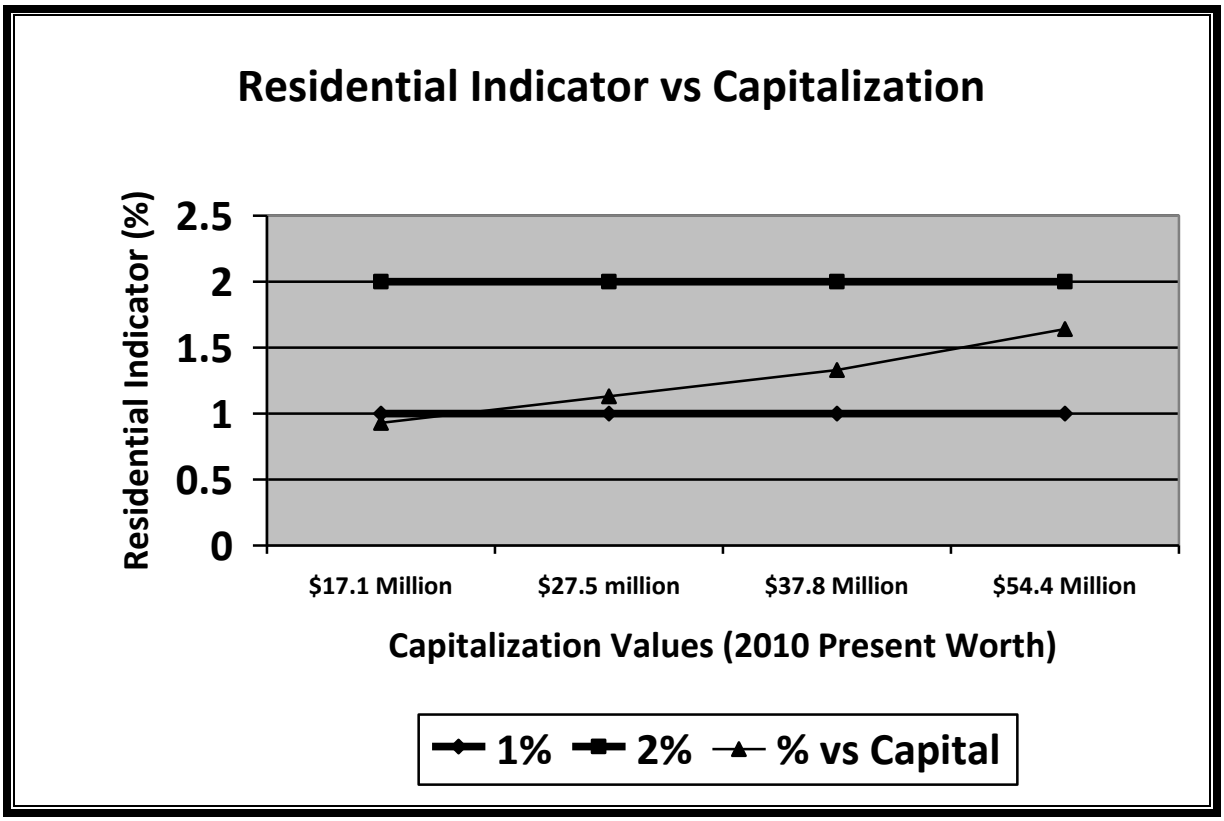


Figure 61: Residential Indicator as a Function of the Capitalization Program.

VI. Post Construction Compliance Monitoring Program

By its SPDES Permit[56] page 18 of 21, paragraph 15, the City is required to submit an annual report to the NYSDEC summarizing implementation of the best management practices (BMPs) for its combined sewer overflows (CSOs) by

[56] SPDES No.: NY 002 5984

January 31st of each year. Amongst other things, this report is to focus upon updates and improvements in the conditions of its combined sewer system. The annual BMPs report is ideal and shall be utilized to document progress in the implementation of all referred to in this Long Term Control Plan, Phase 1.

Of great interest to the City would be the documented improvements to the CSS with the completion of projects discussed herein. The City considers the data gathered to date and summarized in this LTCP Phase 1 to be the base line by which future work shall be evaluated. The City has acquired the equipment and has the staff trained to continue selected basin monitoring. The City fully intends to repeat the steps of monitoring, recording and reporting of all basin activities consistent with that which had been conducted for the preparation of this LTCP for each basin in which separation work is performed such that a creditable "before and after" analysis may be presented. Progress shall be measured in terms of documented inflow and infiltration reductions. This, too, shall be subjects documented and reported in the annual BMP report.

The NYSDEC already possesses the necessary authority to review, respond and even direct as it deems appropriate to the reported activities of the City.

Res No. 9

August 11, 2010

To: The Honorable Mayor and City Council

From: Mary M. Corriveau, City Manager

Subject: Accepting Bid for Dredging of Coagulation Basin at Water Treatment Plant, D^2 Dewatering Services, Inc.

The City Purchasing Department advertised in the *Watertown Daily Times* for sealed bids for the labor and material to dredge the Water Treatment Plant's coagulation basin located on Eastern Boulevard.

Invitations to bid were issued to four (4) prospective bidders with one (1) bid being received and publicly opened in the Purchasing Department on Wednesday, August 11, 2010, at 11:00 a.m.

City Purchasing Agent Robert J. Cleaver reviewed the bid received with Gary E. Pilon, Water Superintendent, and it is their recommendation that the City accept the bid from D^2 Dewatering Services, Inc. of Wall, New Jersey, in the amount of $87,750.00. Reports prepared by Mr. Cleaver and Mr. Pilon are attached for City Council review.

Funding to support this work will come from the City's Coagulation Basin Reserve Fund. Prior to spending money from an established reserve fund, the City Council must hold a public hearing to receive public input on the appropriating of funds. A public hearing has also been scheduled for Monday, August 16, 2010 at 7:30 p.m. to discuss the appropriation of these funds for this project.

Once the Public Hearing has been held and the resolution authorizing the expenditure of funds has been approved, the attached resolution awarding the bid, can be considered by the City Council.

Resolution No. 9 August 16, 2010

Accepting Bid for Dredging of Coagulation Basin at Water Treatment Plant, D² Dewatering Services, Inc.

	YEA	NAY
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 ……..		

Introduced by

_____

WHEREAS the City Purchasing Department has advertised and received a sealed bid for the labor and material to dredge the Water Treatment Plant's coagulation basin, and

WHEREAS invitations to bid were issued to four (4) prospective bidders with one (1) bid being received, and

WHEREAS on Wednesday, August 11, 2010, at 11:00 a.m. in the City Purchasing Department, the bid was publicly opened and read, and

WHEREAS City Purchasing Agent Robert J. Cleaver reviewed the bid received with Gary E. Pilon, Water Superintendent, and it is their recommendation that the City accept the bid from D² Dewatering Services, Inc. of Wall, New Jersey, in the amount of $87,750.00,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown accepts the bid submitted by D² Dewatering Services, Inc. of Wall, New Jersey, in the amount of $87,750.00 for labor and material to dredge the Water Treatment Plant's coagulation basin.

Seconded by

FORM OF PROPOSAL

DREDGING OF THE BLACK RIVER COAGULATION BASIN

August 10, 2010 **10:30 am**

TO: PURCHASING AGENT
CITY OF WATERTOWN
245 WASHINGTON STREET
WATERTOWN, NY 13601

Gentlemen:

The undersigned, having visited the site of the above project and being familiarized with the local conditions affecting the cost of the said work and with contract documents, including all addenda, hereby propose to furnish all labor, materials; equipment; insurances; applicable taxes; and to do and to perform all things required in the contract documents for the amount of:

BASE BID: Eighty Seven Thousand Seven Hundred Fifty Dollars ($ 87,750.00/Lump)

Which is broken down in the following bid and payment items;

1. Mobilization – LS, total item Nineteen Thousand Seven Hundred Fifty Dollars ($ 19,750.00/Lump)

2. Hydraulic Dredging -
   20,000 CY of alum sludge @ Three Dollars & 40/Hundred Cents ($ 3.40) per CY

   for a total item bid cost of Sixty Eight Thousand Dollars ($ 68,000.00/Lump)

We agree to commence the work within 10 days of the receipt of a Notice to Proceed, unless otherwise agreed to by both parties, and to complete all work within 60 calendar days.

Addenda received and acknowledged: [signature]

BY: [signature] **DATE:** Aug 10, 2010
Signature

Pres.
Title

D² Dewatering Services Inc
Company

1621 Glendola Rd
Address

WALL, NJ 07719

NON-COLLUSIVE BIDDING CERTIFICATE

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his knowledge and belief:

(1) the prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;

(2) unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly to any other bidder or to any competitor; and

(3) no attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

(Signed) David M. Roslowski

Pres.
Title

Resolution - for corporate bidders only

RESOLVED that David M. Roslowski be authorized to sign
(Individual)
and submit the bid or proposal of this corporation for the following project
Dredging Of The Black River Coagulation Basin
(Describe project)

and to include in such bid or proposal the certificate as to non-collusion required by section one hundred three-d of the General Municipal Law as the act and deed of such corporation, and for any inaccuracies or misstatements in such certificate this corporate bidder shall be liable under th penalties of perjury.

The foregoing is a true and correct copy of the resolution adopted by D² Dewatering Services, Inc. corporation at a meeting of its board of directors held on the 10th day of August 2010

(SEAL OF CORPORATION)

Patricia J. Roslowski
Secretary

Watertown Water Department
Inter-office Memo

DATE: August 11, 2010

TO: Mary Corriveau, City Manager

FROM: Gary Pilon, Supt. of Water

SUBJECT: **Recommendation for Award of Bid**
Dredging of Black River Coagulation Basin

An advertisement was placed in the Watertown Daily Times and invitations to bid were sent to several firms for Dredging of the Black River Coagulation Basin. The bids were to be received at 11:00 am on August 11, 2010 and opened in the office of the City Purchasing Agent.

Only one (1) sealed bid was received for this project at the designated time and place.

D² Dewatering Services, Inc., 1621 Glendola Road, Wall, NJ 07719 submitted the sole bid proposal in the amount of $87,750.00.

The owner of the company visited the site with me last week and is familiar with what the project entails.

The total amount paid for the previous dredging in 2006 was $94,888.40. It appears that the bid amount is reasonable. Therefore, I recommend that the contract for Dredging of the Black River Coagulation Basin be awarded to the sole bidder, D² Dewatering Services, Inc., 1621 Glendola Road, Wall, NJ 07719, in the amount of $87,750.00, and that the funding for said project be taken from the Coagulation Basin Reserve Fund, which was set up for this purpose.

Please contact me if you have any questions.

Gary Pilon

cc: Jim Mills, City Comptroller
Bob Cleaver, Purchasing Agent
Brian Gaffney, Chief WTP Operator

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

August 11, 2010

OFFICE OF CITY MANAGER
AUG 11 2010
WATERTOWN, NEW YORK

To: Mary Corriveau

From: Robert J. Cleaver

Subject: Water Treatment Plant
Dredging Bid-Coagulation Basin

The City's Purchasing Department advertised in the Watertown Daily Times on Sunday, August 1, 2010, calling for sealed bids for labor and material to dredge the Water Treatment Plant's Coagulation Basin located on Eastern Boulevard. Approximate quantity of material to be dredge is 20,000 cubic yards. The Dodge Reports, Syracuse and Northern New York Builders Exchanges were notified of the pending bid.

Bid plans were issued to 4 prospective bidders with one bid being submitted to the Purchasing Department where it was publicly opened and read on Wednesday, August 11, 2010 at11:00 a.m. local time. The sole bid is as follows:

D2 Dewatering Services Inc. 1621 Glendola Road Wall, New Jersey 07719	$87,750.00 (per unit cost at $3.40/cy)

When a single bid is received, it is the opinion of the State Comptroller's office that if a contract has been properly advertised and only one bid received, the municipality may accept the sole bid or reject it and re-advertise. There is no statutory or common law requiring that more than on bid be received.

I have conferred with Water Superintendent, Mr. Gary Pilon, and based on the nature of the work and the limited contractors available for this type of work, it is my recommendation that we accept the sole bid submitted by D2 DEWATERTING Services Inc., Wall, New Jersey in the amount of $87,750.00.

Please contact me at your convenience if you have any questions regarding this recommendation.

Robert J. Cleaver

cc: Gary Pilon, Water Superintendent
Brian Gaffney, Chief WTP Operator
Jim Mills, City Comptroller

Res No. 10

August 12, 2010

To: The Honorable Mayor and City Council

From: Mary M. Corriveau, City Manager

Subject: Approving Agreement for Professional Services,
Public Safety Interoperable Communications Project,
Blue Wing Services, Inc.

In mid December 2007, representatives from the Watertown Police Department, the Jefferson County Sheriff's Office, the City of Watertown Fire Department, Jefferson County's Office of Fire and Emergency Management, the City's Information Technology Department, and Wells Communication met to discuss applying for a grant under the recently released Office of Homeland Security, Public Safety Interoperable Communications Grant Program. After reviewing the grant requirements and discussing the need for interoperable communication devices within the county, the representatives from these organizations recommended that a grant application be developed to support the purchase of equipment for use by their respective agencies. In January 2008, the City Council adopted a resolution authorizing the City to complete the grant application on behalf of the parties. Under the grant program, applications would only be reviewed if it was submitted by a coalition of eligible public safety organizations representing multiple jurisdictions and multiple disciplines.

In July 2008, the City received word that it had been awarded the grant. This grant covers planning and coordinated efforts, acquisition related costs, deployment costs, and training costs. While the City of Watertown will be in charge of administering the grant on behalf of the two entities, the agencies have been working together to define what equipment they will need to meet the requirements of the grant and provide the best overall communication system for the agencies.

On July 6, 2009 that City Council approved acceptance of the grant. Under the terms of this federal grant, it is an 80/20 split with the Federal share being 80% and the local share being 20%. The total project cost is estimated at $1,127,000 with a local match of $225,400, which will be split between the City and County. The City's match for this grant was contained in the FY 2008-09 Capital Budget. County Administrator Robert F. Hagemann, III, submitted a letter in 2009 confirming the County's commitment of funding and continuing desire to work cooperatively to implement this grant.

Since approving the Agreement, a Public Safety Interoperable Communications (PSIC) Working Team has been formed, with the following individuals representing their respective organizations:

Joseph Goss, Police Chief	Timothy Dowe, Undersheriff
Dale Herman, Fire Chief	Joseph Plummer, Fire and EMO
Matthew Timmerman, Battalion Fire Chief	Fred Lampman, Fire and EMO

It became apparent early in the planning process that we needed some professional assistance with this project. The Working Team reviewed how other communities worked through this type of communication system implementation and made the decision to issue an RFP for professional services. On June 8, 2010 four consulting firms submitted responses to the RFP. The Working Team reviewed the proposal submitted, narrowed the group and did interviews with two of the consulting firms.

The Working Team is recommending that the City Council of the City of Watertown approve the Agreement for Professional Services with Blue Wing Service, Inc. in the amount of $85,940. The scope of services under the terms of this Agreement can be found in Exhibit A. The services performed under the terms of this Agreement will be completed no later than January 15, 2011.

A resolution approving the Agreement drafted by Attorney Robert J Slye, has been prepared for City Council consideration.

RESOLUTION

Approving Agreement for Professional Services,
Public Safety Interoperable Communications,
Blue Wings Services, Inc.

	YEA	NAY
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 ……..		

Introduced by

_____

WHEREAS the City of Watertown Police and Fire Departments and the Jefferson County Sheriff's Office and Office of Fire and Emergency Management applied for federal funding under the Public Safety Interoperable Communications Program through the Office of Homeland Security, and

WHEREAS the City received notification in July 2008 that it had been awarded the grant which will be utilized to purchase interoperable communication devices and radios that will provide real-time, uninterrupted communication for all daily operations, emergency situations and disasters for Police and Fire personnel, and

WHEREAS the grant award will cover planning and coordination efforts, acquisition related costs, deployment costs, and training costs as described in the request for grants document, and

WHEREAS the City and the County will share equally the local match required under the terms of the federal grant program, and

WHEREAS funding to support the City's match is contained in the FY 2008-09 Capital Budget,

WHEREAS in connection with this grant, a Request For Proposal was issued for professional engineering services for the design of an interoperable emergency communications system for the City and Jefferson County, and

WHEREAS the four responses received were reviewed by representatives from the City of Watertown and Jefferson County, and

RESOLUTION

Approving Agreement for Professional Services,
Public Safety Interoperable Communications,
Blue Wings Services, Inc.

	YEA	NAY
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 ……..		

WHEREAS these representatives are recommending that the City Council approve the Agreement for Professional Services between the City of Watertown and Blue Wing Services, Inc,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown approves the Agreement for Professional Services with Blue Wing Services, Inc. a copy of which is attached and made a part of said resolution, and

BE IT FURTHER RESOLVED that City manager Mary M Corriveau is hereby authorized and directed to execute the Professional Services Agreement on behalf of the City of Watertown.

Seconded by

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement dated this ___ day of August, 2010, by and between the City of Watertown, New York, a New York municipal corporation with principal offices located at 245 Washington Street, Watertown, New York 13601 (the "City"), and Blue Wing Services, Inc., a Minnesota corporation having an address of P.O. Box 16318, St. Paul, Minnesota 55116 ("Contractor").

RECITALS

WHEREAS, the City has issued a Request for Proposal, together with Addenda #1, #2 and #3, for professional engineering services for the design of an interoperable emergency communications system for the City and County of Jefferson; and

WHEREAS, Contractor responded to the Request for Proposal on June 8, 2010, providing an outline of the scope of services intended to be performed, schedule for performing the services, and a separate Cost Proposal containing a fixed fee for the services and for optional work, and a methodology for computing fees for additional services; and

WHEREAS, the City and Contractor desire to enter into an Agreement for the provision of the professional services outlined in the Contractor's Request for Proposal Response dated June 8, 2010; and

WHEREAS, the provision of interoperable emergency communications system design is a professional service within the meaning of the New York General Municipal Law; the parties agree as follows:

AGREEMENT

1. Scope of Services.

The scope of services to be performed by Contractor for the City is as outlined at pages 21-35 of the Contractor's Response, a copy of which is attached as Exhibit "A." The total cost to the City for the services to be performed, and the manner, method, and timing of all payments, shall be as outlined in Contractor's Cost Proposal attached as Exhibit "B."

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

Contractor shall provide all insurance coverages outlined in its Response.

2. City Representative.

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

3. City to Provide File Documents.

Prior to the commencement of any engineering services set forth herein, the City shall provide the Contractor with complete access to the City's file documents

concerning the radio devices to be utilized by the City after the completion of the study. It is anticipated that copies of relevant documents will be provided by City staff. When originals are provided, Contractor shall return any original documents upon completion of the task for which they were made available.

4. City Property.

All documents and reports prepared by Contractor and provided to the City, both written and electronic, shall become the property of the City.

5. Term of Agreement.

The performance of services by Contractor shall commence on signing this Agreement. All services required to be performed pursuant to this Agreement shall be performed, to the City Engineer's satisfaction, no later than January 15, 2011.

6. Disputes.

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

7. Notices.

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

To the Contractor: Blue Wing Services, Inc.
Mark Hoppe, Principal Consultant
P.O. Box 16318
St. Paul, Minnesota 55116

WHEREFORE, the parties have signed this Agreement this ___ day of August, 2010.

CITY OF WATERTOWN

By: _____
Mary M. Corriveau
City Manager

BLUE WING SERVICES, INC.

By: _____

EXHIBIT A

5. Scope of Work and Deliverables

From the request for proposals, Blue Wing understands that the City of Watertown/Jefferson County desires to retain the services of a consulting firm that can provide system review and needs assessment. Blue Wing has also provided optional services for system design as this is customarily an important element before the procurement process for the system would begin. Blue Wing also understands that it is the City of Watertown/Jefferson County's desire to design a reliable radio communications system that provides a pragmatic, operationally driven solution. In addition, Blue Wing believes it is the City of Watertown/Jefferson County's goal to engage with a consulting firm that has a history of understanding the customer needs and delivering realistic solutions at a reasonable cost. Blue Wing shares these goals and applies this approach to all of its projects. The company always focuses on understanding the operational needs and then providing solutions that most cost effectively meet those needs.

From Blue Wing's high level review of the City of Watertown/Jefferson County's current system and with various people in the region, Blue Wing feels the following approach would provide the most rewarding, cost-effective results and ensure that resources are engaged in the proper sequence to ensure future work has value.

Blue Wing uses a proven project methodology that works successfully for numerous clients undergoing a similar process of an existing system review to a potential final system design. Blue Wing's process methodology stresses our core ethos – Operations. Engineered. Therefore, the goal of the process is to first define the operational needs and then apply a technical solution. The operational needs define the measure to gauge the success of the final system solution. We believe this methodology also provides the roadmap to cost-effective solutions, because the application of technology is measured against the benefit to operations. The process also attempts to reduce the risk of barriers that might block the City of Watertown/Jefferson County's from implementing the final solution. At this point, as in many projects in the region, the largest barrier generally is the identification of spectrum and to a lesser degree the placement of communications sites.

Blue Wing's general project methodology follows a proven project process that has worked successfully for numerous clients. First, Blue Wing would review the current system and operations to understand current processes, potential drawbacks and existing resources that could be leveraged in the future system. Secondly, Blue Wing would complete a need assessment to understand and develop the operational needs and enhancements required. Blue Wing would also review the core resources available for the City/County to build a communications system – spectrum, sites and interconnects. Optionally, with the understanding of the

operational needs and the core resources, Blue Wing would develop 3 or 4 high-level system plans that range from a very basic upgrade through an advanced feature-rich solution. Again, optionally Blue Wing would help the City/County choose a final design. Once chosen, Blue Wing would provide a detailed actionable system design that would serve as the basis for the City/County's procurement process. Blue Wing fully expects the project methodology and schedule to change as refinements to the City of Watertown/Jefferson County's plan are revealed. Blue Wing is prepared to remain flexible to changing requirements to ensure all needs are met. We remain flexible to modify the project focus, ensuring the end goal of an actionable system design is developed.

The following text provides a detailed overview of the project methodology that Blue Wing would apply.

5.1 Existing System Review

The initial phase of the project would involve Blue Wing's review of the City of Watertown/Jefferson County's current radio system and operations.

EXISTING SYSTEM REVIEW

- **System Equipment**
  - Review and assess of subscriber equipment
  - Review and assess of fixed site equipment
  - Review and assess of dispatch center
  - Review and assess interconnects
  - Review and assess site, shelter and towers
  - Review and assess system features and functions
- **Spectrum Use**
  - Inventory City/County spectrum
  - Review and assess City/County spectrum
- **Coverage Capabilities**
  - Review and assess City/County coverage
- **Operational Review**
  - **End User Operational Review (Optional)**
    - Create Radio Communication Survey Form - Part 1
    - Distribute, complete and compile Radio Communications Survey Form to all potential end users
    - Conduct detailed User Operational Interviews
  - **Key Stakeholder Operational Review**
    - Review and assess operations with key stakeholders
    - Observe and assess dispatch and department operations
    - Review and assess interoperability requirements
- **Report and Presentation**
  - Establish, populate and provide overview of project database
  - Develop report and presentations
- *Existing System Review Complete*

Figure 5-1: Project Approach - Existing System Review

From the review, Blue Wing's goal would be to develop a firm understanding of the City of Watertown/Jefferson County's public safety operations, as well as the system that supports the operations. Blue Wing believes an important component of system review is to develop a firm operational understanding. In addition, Blue Wing would compile the data into a database and associated maps to facilitate the project through system acceptance.

5.1.1 System Equipment

During this first phase, Blue Wing will visit the existing radio sites. At each site, Blue Wing will review the basic site, tower and building conditions. An inventory of the site equipment and mapping of the current equipment on each tower used by the City of Watertown/Jefferson County will be completed. During the initial visit, only a

high-level review will be performed. If the site was determined to be part of the final system design, as needed, a detailed review of the site will be completed. The system-wide equipment reviewed will include but not be limited to dispatch consoles, recording devices, microwave equipment, paging equipment, RF base stations, control stations, interconnects, mobiles, portables, pagers and station alert monitors. Blue Wing will assess the capabilities of the system and the usefulness of the radio equipment in the future system. Blue Wing will also review the City of Watertown/Jefferson County's interconnects – microwave, fiber and telephone – currently used to interconnect radio system equipment. Blue Wing will develop an understanding of the uses and the communications channels required to interconnect sites.

5.1.2 Spectrum Use

Blue Wing will review the previous studies' collection of spectrum information for accuracy and completeness. Blue Wing will document the spectrum currently in use by the City of Watertown/Jefferson County. The documentation would include all frequency bands in use by the City of Watertown/Jefferson County and participating agencies.

5.1.3 Coverage Capabilities

Blue Wing will review coverage predictions provided by the City of Watertown/Jefferson County's existing sites. Blue Wing will also provide propagation predictions for the primary frequencies of law enforcement, fire and EMS at each tower site. Blue Wing will provide composite propagation predictions for talk-in and talk-out, including paging.

5.1.4 Operations Review

End User Operational Review (Optional)

After completing the technical system review, Blue Wing will review operations from multiple angles to ensure a thorough understanding. This process would be completed with key stakeholders via meetings. Optionally, Blue Wing would complete an end-user survey that would include a review of current operations. Blue Wing believes this is an important part of the process because it allows all users to voice their concerns about the system. In addition, it generally fosters greater acceptance by end users because via the survey and end-user interviews as desired, all system users feel they have a voice in the process.

Key Stakeholder Operational Review

As part of the operations review process, Blue Wing will engage with the main client stakeholders during a brief operations review to become familiar with the current operational state of the system. Blue Wing plans to review equipment configurations and monitor the City of Watertown/Jefferson County's operations to gain insight into operations and the desired functionality of the system in the future.

The review of the system would include a study of the following topics:

- User operational methods
- Channels required
- Coverage requirements
- Important features and functions
- Use of mobile, portable and paging systems
- User areas of required communications
- System traffic levels
- Dispatch and communications methods/procedures
- Paging methods
- Data methods/flow
- Interoperability needs
- General radio system issues

Finally, to ensure our understanding of the interoperability methods currently used by the City of Watertown/Jefferson County public safety entities, Blue Wing will, as needed, have additional discussions with the City of Watertown/Jefferson County agencies to further clarify and document interoperability needs and issues. Interoperability discussions will include needs for interoperability with adjacent towns and counties, state agencies, federal agencies, military bases and other important entities. Blue Wing will chart the responses from these groups, and document the methods used, frequencies used and the level of interaction.

5.1.5 Report and Presentation

Blue Wing will provide a report and presentation at the end of the existing system review summarizing the findings. The report would also contain the collected and compiled data. Blue Wing's goal through the existing system review is to leverage the previous studies and quickly compile and understand the City of Watertown/Jefferson County's operations and system structure.

5.2 Operational Enhancement Analysis

With an understanding of the baseline methods of operations and existing system capabilities, Blue Wing will refine the operational enhancements desired.

OPERATIONAL ENHANCEMENT REVIEW
End User Operational Enhancement Review (Optional)
Create Radio Communication Survey Form Part 2
Distribute, complete and compile Radio Communications Survey Form to all potential end users
Conduct detailed User Operational Interviews
Key Stakeholder Operational Enhancement Review
Review and assess desired operational enhancements
Review and assess interoperability within City/County agencies
Review and assess interoperability outside of City/County agencies
Review, develop and discuss list of enhanced features and functions
Review and assess required operational enhancements
Report and Presentation
Develop report and presentations
Operational Enhancement Analysis Complete

Figure 5-2: Project Approach - Operational Enhancement Review

5.2.1 End User Operational Enhancement Review (Optional)

As in the early previous stage, optionally Blue Wing would recommend that it complete an end-user survey that would solicit end user's desired enhancements to the system and allow end users to meet with Blue Wing if desired to discuss their future operational needs.

5.2.2 Key Stakeholder Operational Enhancement Review

Blue Wing will incorporate the information from the existing system review to determine the desired future operational requirements. Based on the discussions with key stakeholders, Blue Wing will provide detail on desired enhanced features and functions to be utilized by The City of Watertown/Jefferson County.

The requirements and features and functions outlined will include:

- Primary and secondary system users
- Routine user operational methods
- Extraordinary operational methods (major flooding, wide-area searches)
- Talk paths required
- Coverage and areas of required communications

- Dispatch and communications methods/procedures
- Paging and alerting methods
- Data methods/flow
- Interoperability needs
- Voice security -- scrambling, encryption
- Caller recognition -- emergency, caller ID
- Caller location – GPS, AVL
- Messaging – SMU, codes, text messaging
- Alerting – paging and sirens
- Data – NCIC, CAD and video

5.2.3 Report and Presentation

Blue Wing will provide a written report and presentation at the end of the operational enhancement review. This report will serve as the baseline to develop and measure the next-generation communications system. This will be a key document when measuring the effectiveness of the various possible solutions.

5.3 Research Resources

Once the existing operations and desired operational enhancements are understood and documented, research of key resources would commence. Those resources include radio frequency (RF) spectrum, sites and interconnectivity.

RESEARCH RESOURCES

New Spectrum Availability

- Review spectrum/propagation capabilities and prioritize spectrum search
- Conduct analysis of frequency availability in applicable bands
- Create operationally required spectrum plan

Candidate Site Opportunities

- Inventory existing City/County sites
- Inventory relevant tower sites within and adjacent to the City/County
- Create an inventory of potential new sites
- Examine risks associated with new candidate sites

Interconnect Opportunities

- Review existing interconnect, fiber and microwave initiatives
- Inventory other potential interconnect opportunities

Resource Research Complete

Figure 5-3: Project Approach - Research Resources

5.3.1 New Spectrum Availability

As the City of Watertown/Jefferson County most likely already understands, the ability to locate the required radio system spectrum will be the key to success for this project. During the operational enhancement review, the number of channels and necessary coverage required for a successful system would be established. Blue Wing would complete a spectrum search to determine the availability of additional spectrum to meet the operational needs of the City of Watertown/Jefferson County. The spectrum search included in this study will focus initially on reviewing the two most favorable frequency bands as agreed with the City of Watertown/Jefferson County. Blue Wing's traditional method would first review the most favorable bands for any potentially available spectrum by checking all frequencies within the band. In addition, Blue Wing would inventory the frequencies being used by emergency services government agencies to see if there were any frequencies that would meet the County's needs. Blue Wing has worked extensively in the frequency-congested Northeast and above the Line A influence of Industry Canada. Blue Wing has a strong understanding of local spectrum issues and the methods that work most cost effectively in pursuing the spectrum. Blue Wing recommends that the spectrum for the system be acquired before progressing further into the remaining steps to ensure a successful radio solution.

5.3.2 Candidate Site Opportunities

Blue Wing will inventory the City/County's and existing tower sites in and adjacent to the City of Watertown/Jefferson County for possible collocation. Blue Wing will work

with the City of Watertown/Jefferson County to review the tower sites to determine the risks associated with the various tower site solutions. Potential risks associated with the sites including zoning, environmental and construction costs will be reviewed. Blue Wing will determine the tower sites required to achieve the desired coverage through the use of theoretical propagation predictions. Blue Wing will focus on keeping the site count as low as possible to obtain the desired solution. Site placement priority will be given to the sites that present the best long-term solution with an acceptable level of risk. If an existing site is identified as a potential site, further review of the site will be conducted during the pre-RFP preparation to determine the required enhancements to the site. If new sites are required, Blue Wing will first attempt to place the sites on the City of Watertown/Jefferson County land and/or other friendly sites as identified with the City of Watertown/Jefferson County. Blue Wing will work closely with the City of Watertown/Jefferson County to determine the best candidate sites to ensure an expedient zoning process.

5.3.3 Interconnect Opportunities

Blue Wing will review interconnects identified in the existing system report and will work with the City of Watertown/Jefferson County to review other potential interconnect opportunities such as New York State microwave, private landline and future public/private fiber partnerships. Blue Wing will ensure that there is a thorough understanding of interconnect opportunities available for the system design.

5.4 Design Alternatives (Optional)

Blue Wing has provided the next two project segments – Design Alternative and Final Design - as optional portions of the project. Blue Wing views these portions as very important elements to finalize the understanding of the next-generation public safety system and operations. It is during these two phases that the operations are engineered. Generally, numerous operational refinements are revealed and much more greatly understood by stakeholders. Blue Wing will provide 3 or 4 different options that range from a basic upgrade to a greatly enhanced system. The features and benefits will be outlined and will allow the stakeholders to understand the cost associated with operational benefits. In addition, after the final decision on the technology direction for the system is completed, a common final system design to bid will allow for a consistent and competitive procurement process.

Blue Wing will provide recommendations for the system to achieve the operational upgrades desired. Blue Wing will research the viable system and subscriber options

based on the work conducted in the first phases of the project that have defined the City of Watertown/Jefferson County needs and resources available. The upgrade plans will provide the equipment alternatives including but not limited to dispatch consoles, recording devices, interconnect equipment, paging equipment, RF base stations and control stations, and the impact on subscriber equipment. Blue Wing will detail the future operational and technical enhancements for voice, paging and data systems. The spectrum plan and associated coverage capabilities will be prepared. For each design, the costs associated with the upgrades will be presented. The results will be detailed in the report and presentation. The findings and report will provide the baseline document for deciding the future design solution for the City of Watertown/Jefferson County's radio solution.

DESIGN ALTERNATIVES (OPTIONAL)

Operational Feature and Functions

Develop and review design recommendations for features and functions

System and Subscriber Equipment

Develop alternative system and subscriber plans

Spectrum Use

Develop spectrum plans for each design

Site Coverage

Draft and review coverage capabilities for each design

Interconnect Capabilities

Outline methods and options to interconnect sites

Cost Estimates

Develop cost estimates for various system plans

Report and Presentation

Develop report and presentations

Design Alternatives Complete

Figure 5-4: Project Approach - Design Alternatives

5.4.1 Operational Features and Functions

Based on the operations desired, Blue Wing will research and make recommendations for upgrades to the system and subscriber equipment. Blue Wing recommends focusing on achieving the desired operational improvements. Blue Wing will work with the City of Watertown/Jefferson County to prioritize the enhancements and understand the budget concerns to ensure pragmatic and fiscally achievable enhancements. For each design, the following operational features and functions capabilities will be explained.

- Talk paths
- Coverage capabilities
- Dispatch and communications methods
- Paging and alerting methods
- Data methods/flow
- Interoperability solutions
- Voice security -- scrambling, encryption
- Caller recognition -- emergency, caller ID
- Caller location – GPS, AVL
- Messaging – SMU, codes, text messaging
- Alerting – paging and sirens
- Data – NCIC, CAD and video

5.4.2 System and Subscriber Equipment

Blue Wing system recommendations will provide final design configurations, as well as a staged approach from a basic system to reach the final more operationally rich alternative. Blue Wing's recommendations will provide the latest insight into the system and subscriber capabilities in the industry, consider the changes required by narrowbanding, and ensure the product allows the City of Watertown/Jefferson County to take advantage of the standards in the industry such as P25 designed to promote competitive, multi-vendor sourcing. The system and subscriber equipment options will clearly be outlined and diagramed to provide the City of Watertown/Jefferson County with an overview of the system layout. Blue Wing will highlight technology risks associated with the designs proposed.

5.4.3 Spectrum Use

Blue Wing, for each design option, will provide a spectrum plan. The plan will define how the spectrum is to be used, spectrum use parameters for each – site, location, antenna height, ERP and any issues obtaining the spectrum. The plan will outline the user loading capabilities of the design. The purpose of the plan is to outline the spectrum issues to properly represent the effort required to implement the design. The spectrum plan would also act as the basis for creating the coverage maps of the proposed system.

5.4.4 Site Coverage

For each frequency use plan required in the design alternatives, Blue Wing would prepare coverage maps that would show mobile, portable and pager coverage as decided by the City of Watertown/Jefferson County. The coverage maps would

provide a clear understanding of the enhanced coverage of the various design alternatives.

5.4.5 Interconnect Capabilities

Blue Wing will determine capacity that would be required to connect the various sites. Blue Wing will work with the City of Watertown/Jefferson County to understand any additional needs that might be required, as well the possibilities of integrating into other initiatives or partnering with other governmental or commercial agencies. Blue Wing will provide the recommended system to be implemented and detail the bandwidth required, path analysis and equipment required. Blue Wing will work with the City of Watertown/Jefferson County to ensure all connection alternatives are reviewed including microwave and fiber.

5.4.6 Cost Estimates

Blue Wing will prepare budgetary cost estimates for each system solution suggested. The budgetary cost objectives will help the City of Watertown/Jefferson County understand the various levels of investments to achieve the desired operational solutions. A more detailed budget analysis will be provided for the final solution.

5.4.7 Report and Presentation

Blue Wing will provide a report and presentation that will summarize the design options. These reports will be the baseline for working with stakeholders to determine the best solution for the City of Watertown/Jefferson County. Blue Wing will conduct workshops with a design review committee consisting of the co-applicants and stakeholders to reach consensus on the final concept design. Blue Wing will document the findings in the workshops and outline the method and the reasons for the decisions and the final design selection.

5.5 Final Concept Design (Optional)

Blue Wing will work with the City of Watertown/Jefferson County's stakeholders to enable an actionable, achievable final design to be developed. After a final decision from the City of Watertown/Jefferson County, Blue Wing will prepare the final system design that will be implemented.

FINAL DESIGN (OPTIONAL)

Design Recommendations

Review design recommendations with radio user stakeholders

Finalize radio system design decision

Implementation

Review and plan implementation schedule

Funding Sources

Identify grants available and requirements of grants

Develop funding strategy for procurement of system

Report and Presentation

Develop report and presentations on final radio system design and implementation

Final Design Complete

Figure 5-5: Project Approach - Final Concept Design

5.5.1 Design Recommendation

The design document will capture similar elements presented in the design alternative stage, but will clarify any issues identified during the design review stage.

The report will include the following areas:

- Operational capabilities
- Features and functions
- System and subscriber equipment
- Spectrum use
- Coverage capabilities
- Interconnect requirements
- Cost estimate

5.5.2 Implementation Schedule

Together with the final refined design, Blue Wing will provide a schedule of the next steps involved in implementing the system. The final design recommendations will be presented and will include time frames of immediate, short-term and long-term needs. The schedule would address any immediate needs, including repairs that are critical to the continued operations of the current system. The focus of this schedule would be the long-term system replacement/enhancement that would be provided through the system upgrades/replacements/additions to items such as towers, buildings, interconnectivity, radio system equipment, dispatch equipment and subscriber radios. Blue Wing will work closely with the City of

Watertown/Jefferson County to understand important events that will impact the schedule. The schedule will act as the roadmap for the project and will be updated as changes occur to allow the City of Watertown/Jefferson County to have a real-time view of the project. The schedule will be reviewed during each project meeting to provide project focus to the important tasks and to allow project participants to see the impact of various tasks on the project.

5.5.3 Report and Presentation

Blue Wing will provide a report and presentation that will detail the final design recommendation. The report will serve as the key common vehicle to educate the potential system participants to capabilities of the system. The report should act as the common reference mechanism for discussing the capabilities of the new system. As needed, Blue Wing is prepared to create summary documents to be used for meetings and presentations.

Overall, Blue Wing has a proven methodology for designing, procuring and implementing public safety radio systems. The methodology used for the City of Watertown/Jefferson County system would replicate Blue Wing's proven methods. However, there are many items that are still to be determined that will affect the timing of the various aspects of the schedule. Blue Wing is committed to working closely with the City of Watertown/Jefferson County to bring clarity to the schedule and provide a cost-effective, timely process that meets internal and external deadlines.

6. Cost Summary

As required by the City of Watertown/Jefferson County's Request for Proposal, the cost proposal provided in an accompanying document entitled "Cost Proposal".

EXHIBIT B

Blue Wing®

Interoperable Communications Study

Cost Proposal

City of Watertown/ Jefferson County, New York

June 8, 2010

OPERATIONS. ENGINEERED.™

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2.2 Project Cost 4
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1. Introduction

Blue Wing Services is pleased to offer this professional consulting service proposal in response to the City of Watertown/Jefferson County's request for proposals for an interoperable communications study.

2. Cost Summary

Blue Wing has provided a project rate schedule and project cost. The project costs are estimated based on Blue Wing's understanding of the project. Blue Wing understands that the project scope, schedule and costs may change based on discussions between Blue Wing and the City of Watertown/Jefferson County.

2.1 Resource Rate Table

The resource rate table listed below is for Blue Wing resources assigned to the project. Other costs such as travel, accommodations, postage and all other anticipated project costs will be additional. Costs for additional professional services such as legal services or tower structural engineering costs would be procured by Blue Wing if required by the City of Watertown/Jefferson County. Blue Wing policy is to pass through expenses without increase.

This section provides a table of hourly rates for all project team members. These rates do not include project administration and travel costs, which would be billed as a pass-through cost.

Description	Designator	Hourly Rate
Principal Consultant	BW – PC	$135
Senior Consultant	BW – SC	$125
Consultant	BW – C	$115
Administrator	BW - PA	$80

2.2 Project Cost

The following pages provide the detailed cost schedule. Blue Wing has created a cost for all segments of the project from existing system review through the optional final design recommendations.

As we are all aware of, identifying useable spectrum and buildable sites can be challenging and time intensive and, therefore, impact the schedule and cost, if methods beyond the conventional spectrum mining methods would be required. Blue Wing would work closely with the County and provide updates to the progress and potential changes. In addition, many times Counties have various dates for important reporting or budgeting. Therefore, once awarded the contract, Blue Wing

would work closely with the County to ensure those dates and necessary events would be factored into the schedule and cost updates.

Task	Cost
Existing System Review	$19,550
Operational Enhancement Review	$16,450
Research Resources	$17,240
TOTAL	$53,240
End-User Review (Optional)	$4,500
Design Alternatives (Optional)	$16,540
Final Design (Optional)	$11,660

2.3 Payment Terms

Blue Wing's normal method of invoicing is to invoice monthly for services and expenses incurred during the month. Blue Wing will also provide a summary and detail of the work provided during the invoicing period. Payment terms are net 30 days.

6-8-2010
BLUE WING SERVICES, SECRETARY

CITY OF WATERTOWN, NEW YORK
FIRE DEPARTMENT
224 South Massey Street
Watertown, New York 13601
(315) 785-7800
Fax: (315) 785-7821

July 19, 2010

To: Mary Corriveau, City Manager
Robert Hagemann, County Administrator

From: Battalion Chief Dale Herman

Subject: PSIC Consultant Recommendation

In mid December 2007, representatives from the City and County discussed applying for a grant to upgrade the existing radio communication system involved in public safety. In July of 2009, the City Council adopted a resolution approving the Grant Agreement, Public Safety Interoperable Communications Grant (PSIC). On June 8th of this year, four consulting firms submitted responses to a Request for Proposal that was constructed by representatives from the following agencies: City of Watertown Police Department, Jefferson County Sheriff's Office, Jefferson County Fire and Emergency Management Office and the City of Watertown Fire Department. A review of the proposals was conducted by the following agency representatives:

Joseph Goss, Police Chief	Timothy Dowe, Undersheriff
Matthew Timerman, Battalion Fire Chief	Joseph Plummer, Fire and EMO
Dale Herman, Battalion Fire Chief	Fred Lampman, Fire and EMO

The proposals addressed how each consultant would review existing systems, coverage capabilities, operations review, enhancement review and a final report on conditions and recommendations to the public safety radio systems.

After meeting with representatives from two of the consulting firms, the committee is recommending Blue Wing Services Inc. to provide this needed analysis of the radio system for the following reasons:

- Blue Wing has worked and is currently working with other counties in New York State that are of similar size and needs as Jefferson County and the City of Watertown.

- Blue Wing will provide alternative designs that will meet the necessity of narrow-banding frequencies, which is mandated to comply with FCC regulations by January 1, 2013, as well as provide a road map for future needs and system enhancements

CITY OF WATERTOWN, NEW YORK
FIRE DEPARTMENT
224 South Massey Street
Watertown, New York 13601
(315) 785-7800
Fax: (315) 785-7821

- Blue Wing met the needs of the request at a cost of $85,940, which was the lowest submitted cost that met the scope of the work.

The committee agrees that Blue Wing provided the best options for us (the end user) to decide what will best met our operational needs both now and in the future with regards to our public safety radio systems.

CITY OF WATERTOWN, NEW YORK
FIRE DEPARTMENT
224 South Massey Street
Watertown, New York 13601
(315) 785-7800
Fax: (315) 785-7821

August 2, 2010

To: Mrs. Corriveau, City Manager

From: Battalion Chief Dale Herman

Subject: Blue Wing Consultants

The following services are listed in Blue Wing's proposal to be provided to the City and County with regards to the PSIC grant:

- Existing system review: This would include a visit to each existing radio site to review the site and conditions as well as inventory equipment at each site. Provide a review of current frequencies in use by end users as well as review any previous radio studies. The consultant will utilize this information to plot coverage of radio transmissions and determine where there are issues. A report and presentation will be provided by the consultant at the end of this phase of work.

- Operational enhancement review: This work would include use of surveys and interviews with end users to see what they envision a useable radio system to be and to gather information as to what system needs will be in the future. A report and presentation will be provided by the consultant at the end of this phase.

- The research phase will encompass the selection of frequencies, radio sites and the inter connectivity to move forward with the project. This phase would include work with dealing with the FCC to find frequencies and band width that would not interfere with our neighbors to the north

- The end user review would bring the consultant and each participating agency back to the table to get an overall direction of the project and receive recommendations from the consultant as to what will and will not work to improve our radio capabilities.

- The design alternative portion of the project would give the consultant the go ahead to develop alternative concepts to obtain both short and long range goals in improving the radio system. These alternatives would be reviewed by the end users and a final concept approved by the end user committee.

CITY OF WATERTOWN, NEW YORK
FIRE DEPARTMENT
224 South Massey Street
Watertown, New York 13601
(315) 785-7800
Fax: (315) 785-7821

- The final design step will provide the end users with a blue print as to what needs to be done in order for our radio system to conform to FCC regulations as well as enhance the radio system both for now and in the future. From this final design, vendors may be selected to perform the upgrades and changes to the radio system and research can be done to find additional funding sources to keep the system moving forward.

This highlights the work to be performed by Blue Wing with regards to the PSIC grant. The total cost to have this work performed is $85,940.

Ord No. 1

August 9, 2010

To: The Honorable Mayor and City Council

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

Subject: Ordinance to Approve the Zone Change Request Submitted by John and Amy MacGregor, to Change the Approved Zoning Classification of 561-579 Burdick Street, Parcel Numbers 1-04-114 through 1-04-120, from Light Industrial to Residence B

A request has been submitted by John and Amy MacGregor to change the zoning classification of 561-579 Burdick Street from Light Industrial to Residence B.

The Planning Board reviewed the request at its August 3, 2010 meeting and adopted a motion recommending that the City Council approve the zone change. Attached is a report on the zone change request prepared for the Planning Board and an excerpt from its minutes.

The County Planning Board will review the request on August 31, 2010.

The Council must hold a public hearing on the attached ordinance before it may vote on it. It is recommended that a public hearing be scheduled for 7:30 pm on Tuesday, September 7, 2010. A SEQRA resolution will be presented for City Council consideration at that meeting.

Ordinance No. 1 August 16, 2010

ORDINANCE

Approving the Zone Change Request Submitted by John and Amy MacGregor, to Change the Approved Zoning Classification of 561-579 Burdick Street, Parcel Numbers 1-04-114 through 1-04-120, from Light Industrial to Residence B

	YEA	NAY
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 ……..		

Introduced by

_____

BE IT ORDAINED where John and Amy MacGregor, have made application by petition filed with the City Clerk, pursuant to Section 83 of the New York General City Law to change the approved zoning classification of Parcel Numbers 1-04-114, 1-04-115, 1-04-116, 1-04-117, 1-04-118, 1-04-119 and 1-04-120 located at 561-579 Burdick Street from Light Industry to Residence B, and

WHEREAS the Planning Board of the City of Watertown considered the zone change request at its meeting held on August 3, 2010, and adopted a motion recommending that the City Council approve the zone change as requested, and

WHEREAS the Jefferson County Planning Board reviewed the request at its meeting held on August 31, 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 zone change on September 7, 2010, after due public notice, and

WHEREAS the City Council has made a declaration of Negative Findings of the impacts of the proposed zone change according to the requirements of SEQRA,

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

NOW THEREFORE BE IT ORDAINED that the zoning classification shall be changed for Parcel Numbers 1-04-114 through 1-04-120 located at 561-579 Burdick Street, from Light Industrial to Residence B, and

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

ORDINANCE

Approving the Zone Change Request Submitted by John and Amy MacGregor, to Change the Approved Zoning Classification of 561-579 Burdick Street, Parcel Numbers 1-04-114 through 1-04-120, from Light Industrial to Residence B

	YEA	NAY
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 ……..		

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

MEMORANDUM

City of Watertown Planning Office
245 Washington Street, Room 304
Watertown, New York 13601
315-785-7730
Fax: 315-782-9014

TO: Norman J. Wayte II, Chairman, Planning Board

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

SUBJECT: Zone Change Request – 561-579 Burdick Street

DATE: July 27, 2010

Request: To change the approved zoning classification of 561-579 Burdick Street, Parcel Numbers 1-04-114 through 1-04-120 from Light Industrial to Residence B.

Applicant: John and Amy Macgregor.

Property Owner: 561-563 Burdick Street, Parcels 1-04-118 through 1-04-120, Amy J. Campaney.
565 Burdick Street, Parcel 1-04-117, James Paige.
567 Burdick Street, Parcel 1-04-116, Gary Rambone.
571-573 Burdick Street, Parcel 1-04-115, Jack and Wendy Rambone.
579Burdick Street, Parcel 1-04-114, Keith and Doris Combs.

SEQRA: Unlisted Action.

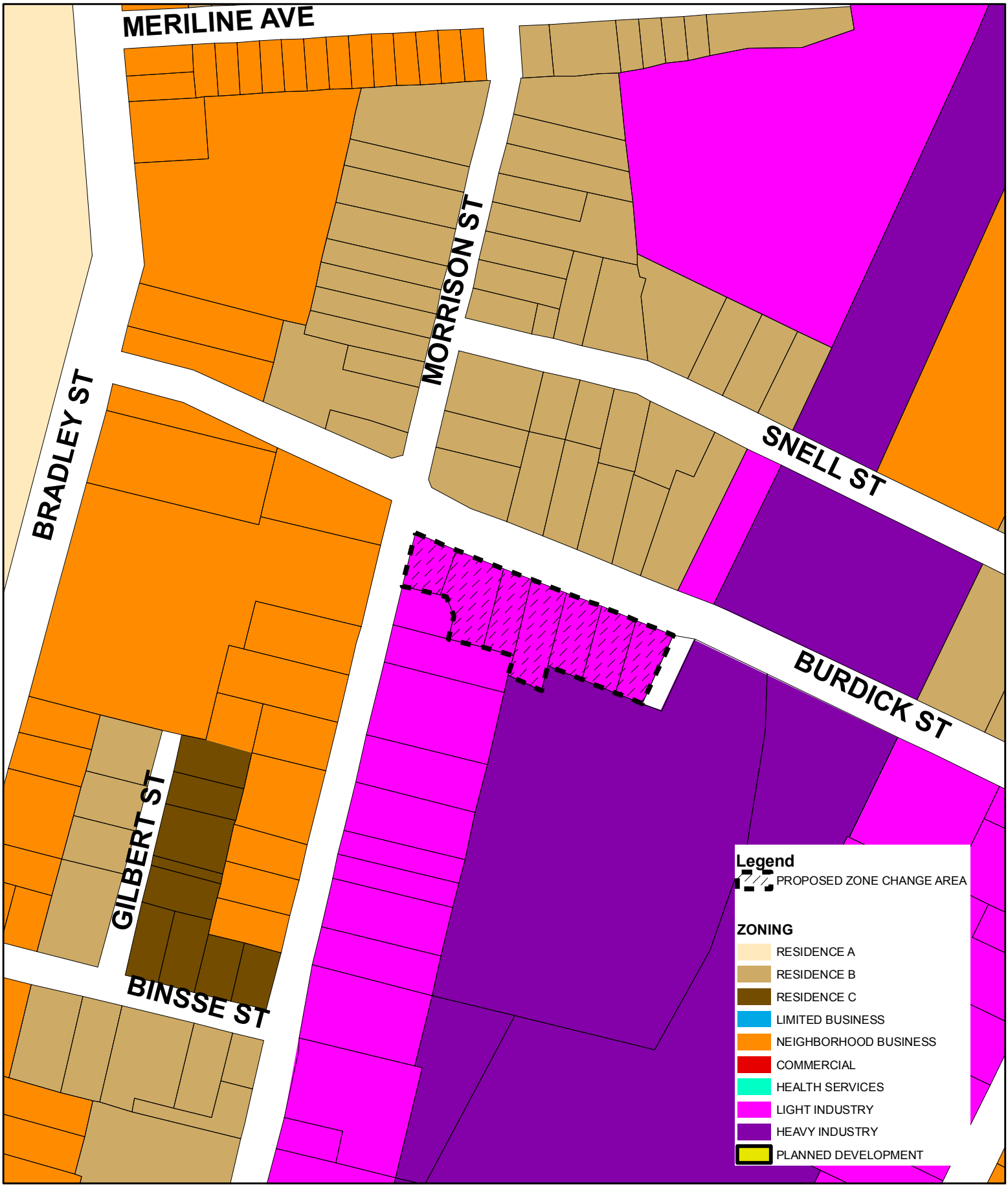
County Planning Board review required: Yes

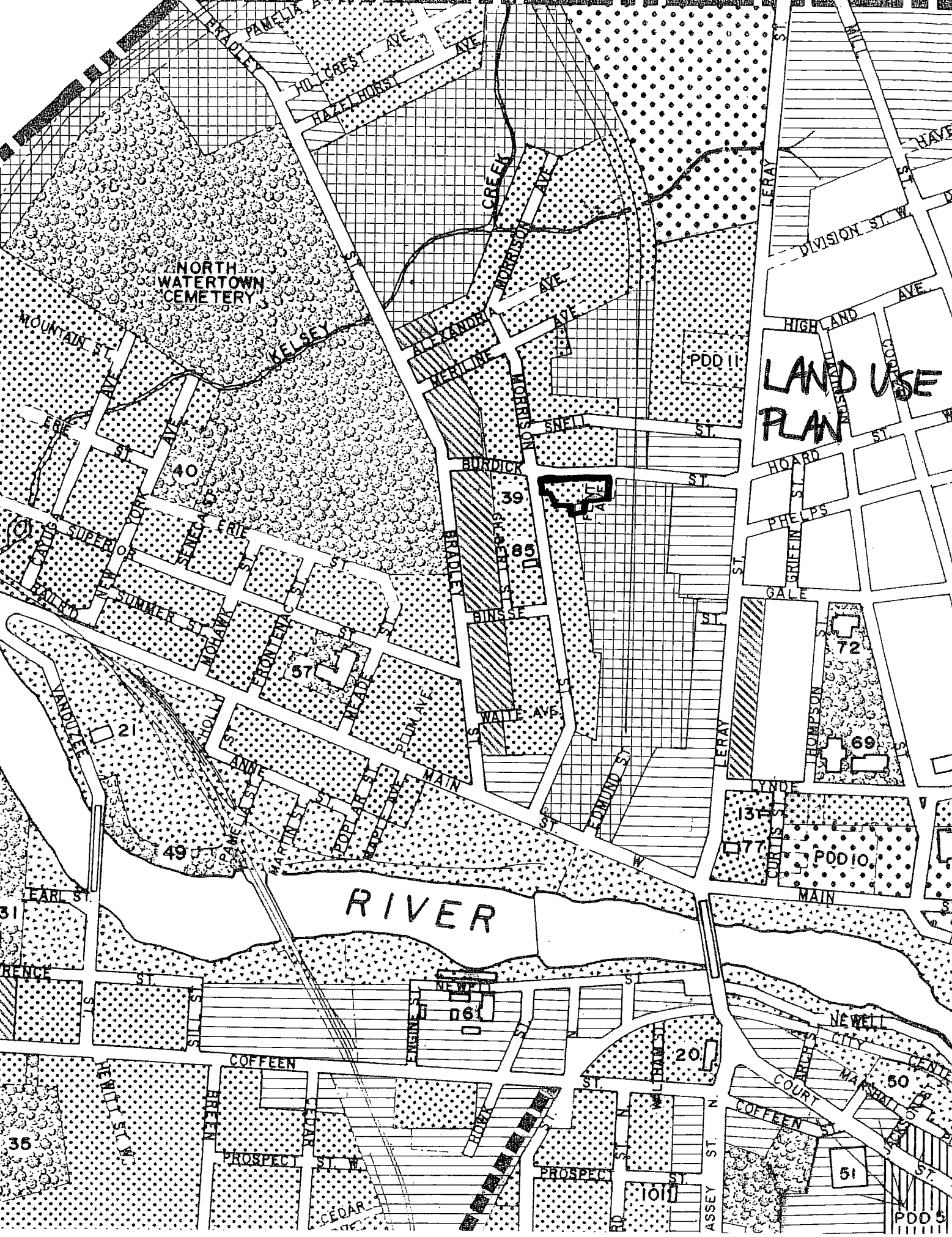
Comments: The proposed zone change is being requested by John and Amy Macgregor as detailed in the attached documents. The existing zoning of the parcels is Light Industrial and the existing land use is residential. The homes on each of the lots are therefore legal non-conforming uses. The Macgregor's want to build an addition on their house but they cannot do so because they are prohibited by the Zoning Ordinance from expanding their legal non-conforming use.

Part I of the Short Environmental Assessment Form has been completed and submitted as part of the application. The Land Use Plan calls for Medium Density Residential in this area which is suitable for one and two family dwellings.

cc: Planning Board Members
City Council Members
Robert J. Slye, City Attorney
Justin Wood, Civil Engineer II
John and Amy Macgregor

PROPOSED ZONE CHANGE
561 THROUGH 579 BURDICK STREET
LIGHT INDUSTRY TO RESIDENCE B




LAND USE PLAN
NORTH WATERTOWN CEMETERY
KELSEY CREEK
RIVER
PAMELIA
HOLLCREST AVE
HAZELHURST
BRADLEY
MOUNTAIN ST
ERIE ST
ERIE AVE
YORK ST
SENECA ST
SUPERIOR ST
CANAL
RAILROAD
SUMMER ST
MOHAWK
ONTENIA ST
HOLLY
VANDUZEE
ANNE
PAMELIA ST
MARTIN ST
POPLAR ST
EARL AVE
EARL ST
MAIN
BLUM AVE
WAILE AVE
BINSSE
BURDICK
MORRISON AVE
ALEXANDRIA AVE
HERLINE
SNELL ST
EDMUND ST
LERAY
DIVISION ST W
HIGHLAND AVE
HOARD ST
PHELPS
GRIFFIN
GALE
THOMPSON
LYNDE
COFFEEN
NEWELL
ENGINE
HOWE
PROSPECT ST W
PROSPECT
ASSEY ST
HEWITT ST W
BREEN
CEDAR
COURT
MARSHALL
NEWELL CITY CENTER
PDD 11
PDD 10
PDD 5
39
40
65
57
21
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101
72
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77
35

LAND USE OBJECTIVES

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

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

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

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

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

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

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

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

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

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

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

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

INDUSTRY: PERMITTED MANUFACTURING AND OTHER INDUSTRIAL USES.

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

MAJOR HIGHWAY SYSTEM IMPROVEMENT.

I am not opposed to changing my zoning class from light industrial to Residential B, nor am I opposed to having John and Amy Macgregor's 3 lots/parcels changed to Residential B separately.

CITY ENGINEERING DEPT
RECEIVED
JUN 8 2009

Name Neil H. Lunt & Mavis R Lunt

Address 565 BURDICK ST WATERTOWN N.Y. 13601

Name Keith Combs

Address 579 Burdick St Watertown 13601

Name Jack & Wendy Rambone

Address 571 Burdick St. Watertown, NY 13601

Name Amy R Rambone

Address 562 Burdick St Watertown, NY

Name

Address

1-04-114, 569 KEITH & DORIS COMBS

1-04-115 571-573 JACK & WENDY RAMBONE

1-04-116 567 GARY RAMBONE

1-04-117 565 JAMES D. PAIGE

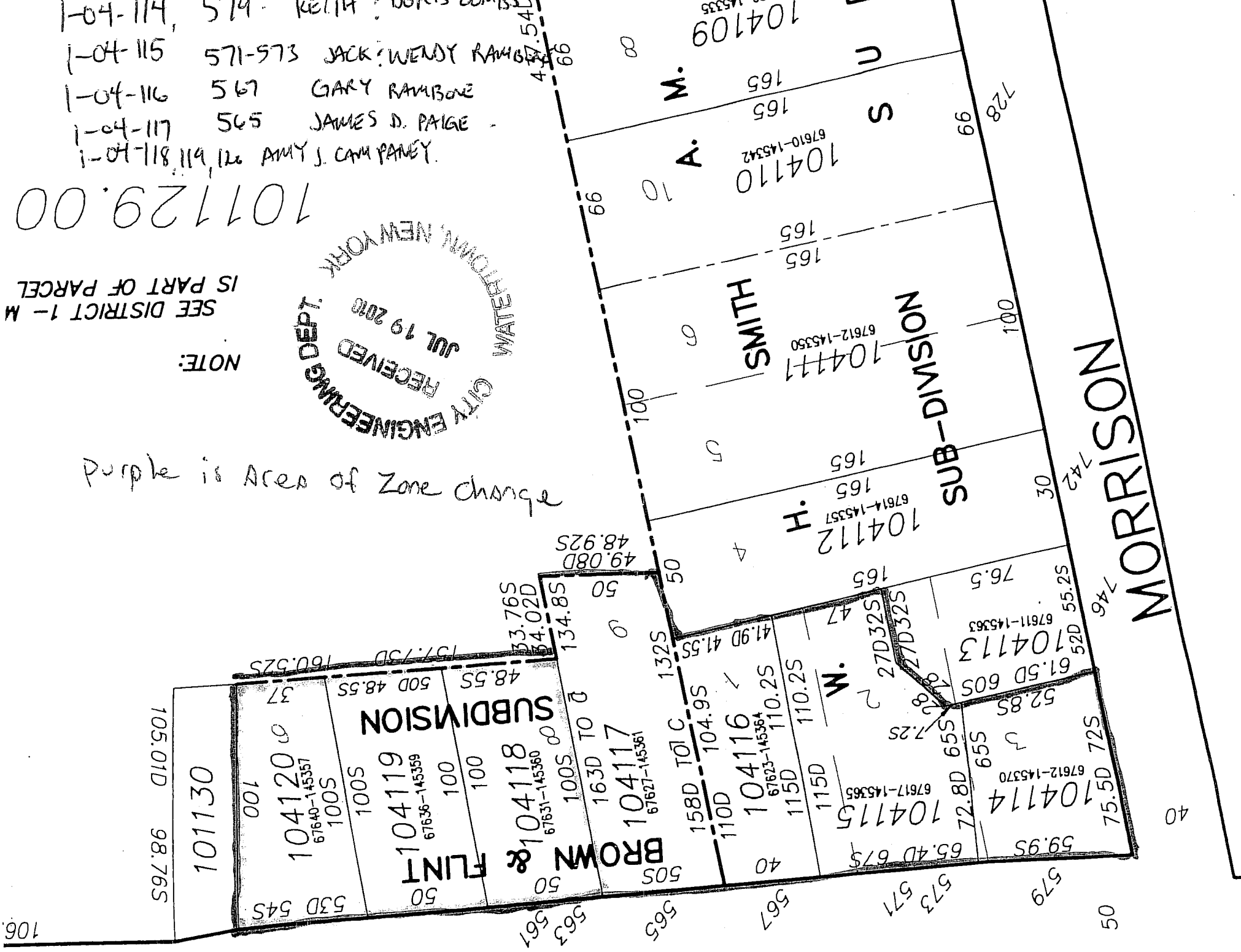
1-04-118, 119, 120 AMY J. CAMPANEY

101129.00

NOTE: SEE DISTRICT 1-M IS PART OF PARCEL

CITY ENGINEERING DEPT. RECEIVED JUL 19 2010 WATERTOWN, NEW YORK

Purple is Area of Zone change



PROJECT I.D. Number

Appendix C

State Environmental Quality Review

SEQR

SHORT ENVIRONMENTAL ASSESSMENT FORM

For UNLISTED ACTIONS Only

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

1. APPLICANT/SPONSOR
John MacGregor II + Amy MacGregor

2. PROJECT NAME
561-579 Burdick st Zone Change

3. PROJECT LOCATION:
Municipality City of Watertown County Jefferson

4. PRECISE LOCATION (Street address and road intersections, prominent landmarks, etc., or provide map)
561-579 Burdick st

5. IS PROPOSED ACTION:
☒ New ☐ Expansion ☐ Modification/alteration

6. DESCRIBE PROJECT BRIEFLY: to change The Approved Zoning Classification of 561-579 Burdick st FROM Light Industry - to Residence B Zoning

7. AMOUNT OF LAND AFFECTED:
Initially .183 acres Ultimately .83 acres

8. WILL PROPOSED ACTION COMPLY WITH EXISTING ZONING OR OTHER EXISTING LAND USE RESTRICTIONS?
☒ Yes ☐ No If no, describe briefly

9. WHAT IS PRESENT LAND USE IN VICINITY OF PROJECT?
☒ Residential ☒ Industrial ☐ Commercial ☐ Agriculture ☐ Park/Forest/Open Space ☐ Other
Describe:

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

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: John MacGregor II + Amy MacGregor Date: 7-/15/10

Signature: John MacGregor II Amy MacGregor

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

OVER

PART II – ENVIRONMENTAL ASSESSMENT / To be completed by Agency

A. DOES ACTION EXCEED ANY TYPE I THRESHOLD IN 6 NYCRR, PART 617.12? If yes, coordinate the review process and use the FULL EAF.

☐ 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, archaelogical, 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

Ord No. 2

August 9, 2010

To: The Honorable Mayor and City Council

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

Subject: Amending Zoning Ordinance, Chapter 310 of the Code of the City of Watertown, To Allow Beer Production

Thomas W. Scozzafava, CEO and President of Sackets Harbor Brewing Company, is considering building a microbrewery adjacent to Alteri's Bakery in the City Center Industrial Park, which is in a Light Industrial District. Light Industrial Districts have a list of prohibited uses that includes "alcohol manufacture." Mr. Scozzafava is requesting that beer brewing be allowed in Light Industrial Districts.

The Planning Board adopted a motion on August 3, 2010 recommending approval of the proposed ordinance amendment.

The Jefferson County Planning Board reviewed the proposal on July 27, 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 Ordinance drafted for City Council consideration deletes "alcohol manufacture" from the prohibited list and adds "beer production" as an allowed use.

A public hearing must be held before the City Council may vote on the Ordinance. It is recommended that a public hearing be scheduled for 7:30 p.m. in the City Council Chambers on Tuesday, September 7, 2010.

Ordinance No. 2

August 16, 2010

ORDINANCE

Amending Zoning Ordinance, Chapter 310 of the Code of the City of Watertown, to Allow Beer Production

	YEA	NAY
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 ……..		

Introduced by

_____

BE IT ORDAINED where Thomas W. Scozzafava, CEO and President of Sackets Harbor Brewing Company, has requested that the Zoning Ordinance, Chapter 310 of the Code of the City of Watertown, be amended to allow the brewing of beer in Light Industrial Districts, and

WHEREAS the City Planning Board at its August 3, 2010 meeting adopted a motion recommending to the City Council that it approve the proposed amendment, and

WHEREAS the County Planning Board reviewed the proposed amendment on July 27, 2010 pursuant to the requirements of New York State General Municipal Law § 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 on the proposed amendment was held on September 7, 2010 after public notice, and

WHEREAS the City Council has made a Declaration of Negative Findings of Adverse Environmental Impacts from the proposed amendment according to the requirements of the State Environmental Quality Review Act, and

WHEREAS the City Council deems it in the best interest of the citizens of the City of Watertown to amend the Code of the City of Watertown to allow the production of beer in Light Industrial Districts,

NOW THEREFORE BE IT ORDAINED by the City Council of the City of Watertown that it hereby amends Section 310-10 of the Code of the City of Watertown by deleting “Alcohol manufacture” from Paragraph “F” and adding “I. Beer production,” and

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

Seconded by

MEMORANDUM

City of Watertown Planning Office
245 Washington Street, Room 304
Watertown, New York 13601
315-785-7730
Fax: 315-782-9014

TO: Norman J. Wayte II, Chairman, Planning Board

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

SUBJECT: Zoning Ordinance Amendment Request – Light Industrial Districts

DATE: July 27, 2010

Request: To amend Section 310-10, Light Industrial Districts, of the City's Zoning Ordinance to allow the production of alcohol.

Applicant: Thomas W. Scozzafava, CEO & President of Sackets Harbor Brewing Co.

SEQRA: Type I.

County Planning Board review required: Yes.

Comments: The City has received a request from Thomas W. Scozzafava, CEO & President of Sackets Harbor Brewing Co., asking the City to amend Section 310-10, Light Industrial Districts, of the Zoning Ordinance to allow the production of alcohol. Currently, Light Industrial Districts specifically prohibit alcohol manufacture. The applicant is requesting the change because they are considering the construction of a microbrewery at the Alteri Bakery site in the City Center Industrial Park. Currently, Sackets Harbor Brewing Company, Inc. has their beer produced and bottled in Rochester and they are looking to bring those operations to this area.

The process to amend the zoning ordinance is similar to a zone change application in that the Planning Board will have to make a recommendation to the City Council and a public hearing will have to be held prior to the Council voting on the ordinance.

Since this request involves the change in the allowable uses within a zoning district affecting 25 or more acres, the action is considered a Type I Action under SEQR.

cc: Planning Board Members
City Council Members
Robert J. Slye, City Attorney
Justin Wood, Civil Engineer II
Thomas W. Scozzafava

July 13, 2010

Michael Lumbis, Planner
245 Washington St.
Watertown, NY 13601

Mr. Lumbis:

I am pleased to report to you that Harbor Brewing Company, Inc. and its wholly owned subsidiary, Sackets Harbor Brewing Company, Inc., are currently in the planning process for the design and construction of a microbrewery where our beer would be produced, bottled and shipped to distributors throughout the region. Currently our beer production is outsourced and is produced and bottled by High Falls Brewing Company in Rochester, New York. Our goal is to bring this production "home" to increase profitability and better-position the company for continued growth. To this end we are exploring locations for this plant, and one such location is on the property of our sister company, Alteri Bakery, Inc.

However, we recently learned that as zoned as "Light Industrial" there currently exist certain prohibitions for the production of alcohol in the business park. I am writing to respectfully request that the zoning ordinance be amended to accept the brewing of beer in the Light Industrial district. As it relates specifically to Alteri Bakery, it should be noted brewing beer is complementary with baking as the barley grains used in the production of beer can then subsequently be used in the production of bread. We feel a microbrewery is appropriate for the Light Industry zone.

We would appreciate your support in this matter. I can be reached at 315-771-3034 or at tom@1812ale.com for any comments or questions. Thank you for your support.

Regards,

Thomas W. Scozzafava
CEO & President

Cc:/ Ashar Nelson, Bread Loaf; file

213 West Main Street, PO Box 725 Sackets Harbor, New York 13685 phone 315.646.7101 fax 315.646.7152

Jefferson County

Department of Planning
175 Arsenal Street
Watertown, NY 13601

Donald R. Canfield
Director of Planning

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

OFFICE OF CITY MANAGER
JUL 30 2010
WATERTOWN, NEW YORK

July 29, 2010

Michael Lumbis, Planner
City of Watertown
245 Washington St. Room 304
Watertown, N.Y. 13601

Re: Sackets Harbor Brewing Co., Zoning Text Amendment to allow breweries in the Light Industrial District, JCDP File # C 5 – 10

Dear Michael:

On July 27, 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.

The County Planning Board noted that New York State General City Law requires zoning amendments to be made in accordance with a Comprehensive Plan. The local board should ensure that this amendment is consistent with any current plans and vision for the City.

Please note that the above advisory comment is not a condition of the County Planning Board's action. It is 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

Michael J. Bourcy
Senior Planner

MJB

Public Hearing – 7:30 p.m.

August 11, 2010

To: The Honorable Mayor and City Council

From: Mary M. Corriveau, City Manager

Subject: Public Hearing Authorizing Spending of Funds,
Repair Reserve Fund, Coagulation Basin

In adopting the 1998-99 Water Fund Budget, the City Council approved establishing a Repair Reserve Fund for the costs associated with dredging and pumping of the coagulation basin. The City has found that this dredging process needs to be done every three to four years to improve the quality of water coming into the City's water treatment plant. The decision was made to establish a reserve fund to spread the expenses out rather than have a large spike in expenses during the year the dredging is done.

In support of this work, the Purchasing Department advertised and received sealed bids for the dredging of the City's Black River coagulation basin. The bid received was submitted to the City Council for approval as part of this agenda packet.

Prior to spending money from an established reserve fund, the City Council must hold a public hearing to receive public input on the appropriating of funds. Once the public hearing has been held, the attached resolution authorizing the expenditure of funds and the resolution awarding the bid, can be considered by the City Council.

A Public Hearing has been set for August 16, 2010 at 7:30 p.m. to discuss the appropriation of these funds.

Public Hearing Authorizing Spending From Coagulation Basin Reserve Fund

	YEA	NAY
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		

Introduced by

Council Member Roxanne M. Burns

WHEREAS in adopting the 1998-99 Water Fund Budget, the City Council approved establishing a Repair Reserve Fund for the costs associated with dredging and pumping of the coagulation basin, and

WHEREAS the City has found that this dredging process needs to be done every two to three years to improve the quality of water coming into the City's water treatment plant, and

WHEREAS the decision was made to establish a reserve fund to spread the expense over a three year period rather than have a large spike in expenses every three years, and

WHEREAS the City has issued and received bids for the dredging, and

WHEREAS on Monday, August 16, 2010, at 7:30 p.m., the City Council of the City of Watertown held a public hearing to discuss the expenditure of funds from this reserve fund, and

WHEREAS it has been determined that the expenditure of these funds is in keeping with the purpose for the reserve fund,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby authorizes the appropriating of funds to pay for the dredging at the City's coagulation basin.

Seconded by Council Member Joseph M. Butler Jr.

Public Hearing – 7:30 p.m.

August 10, 2010

To: The Honorable Mayor and City Council

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

Subject: Finding that Changing the Approved Zoning Classification of the Parcels in the 500 Block of Jefferson and Olive Streets and the 200 Block of Mechanic Street From Light Industrial to Residence C and of the Parcels in the 400 and 500 Blocks of Factory Street, the 300 Block of Mechanic Street and the 200 and 300 Blocks of High Street from Light Industrial to Commercial Will Not Have a Significant Impact on the Environment

At its July 6, 2010 meeting, the City Planning Board recommended the above subject zone change. The City Council has scheduled a public hearing on the request for Monday, August 16, 2010 at 7:30 p.m.

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

Resolution No. August 16, 2010

RESOLUTION

	YEA	NAY
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 ……..		

Finding that Changing the Approved Zoning Classification of the Parcels in the 500 Block of Jefferson and Olive Streets and the 200 Block of Mechanic Street From Light Industrial to Residence C and of the Parcels in the 400 and 500 Blocks of Factory Street, the 300 Block of Mechanic Street and the 200 and 300 Blocks of High Street From Light Industrial to Commercial Will Not Have a Significant Impact on the Environment

Introduced by

_____

WHEREAS the City Council of the City of Watertown, New York, has before it an ordinance for a zone change for parcels in the 500 Block of Jefferson and Olive Streets and the 200 Block of Mechanic Street From Light Industrial to Residence C and in the 400 and 500 Blocks of Factory Street, the 300 Block of Mechanic Street and the 200 and 300 Blocks of High Street From Light Industrial to Commercial, and

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

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

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

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

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

Resolution No. August 16, 2010

RESOLUTION

Finding that Changing the Approved Zoning Classification of the Parcels in the 500 Block of Jefferson and Olive Streets and the 200 Block of Mechanic Street From Light Industrial to Residence C and of the Parcels in the 400 and 500 Blocks of Factory Street, the 300 Block of Mechanic Street and the 200 and 300 Blocks of High Street From Light Industrial to Commercial Will Not Have a Significant Impact on the Environment

	YEA	NAY
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 ……..		

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

1. Based upon its examination of the Short Environmental Assessment Form and in comparison of the proposed action with the criteria set forth in 6NYCRR Section 617.7, no significant impact is known and the adoption of the zone change will not have a significant impact on the environment.

2. The Mayor of the City of Watertown is authorized to execute Part 3 of the Environmental Assessment Form to effect that the City Council is issuing a Negative Declaration under SEQRA.

3. This resolution shall take effect immediately.

Seconded by

PROJECT I.D. Number

Appendix C

State Environmental Quality Review

SEQR

SHORT ENVIRONMENTAL ASSESSMENT FORM

For UNLISTED ACTIONS Only

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

1. APPLICANT/SPONSOR
City of Watertown

2. PROJECT NAME
Jefferson Street Area Zone Change

3. PROJECT LOCATION:
Municipality City of Watertown County Jefferson

4. PRECISE LOCATION (Street address and road intersections, prominent landmarks, etc., or provide map)
The 500 Block of Jefferson Street, the south side of the 400 and 500 blocks of Factory Street, the east side of the 200 and 300 Blocks of Mechanic Street, the west side of the 200 and 300 Blocks of High Street and the north side of the 500 Block of Olive Street.

5. IS PROPOSED ACTION:
☒ New ☐ Expansion ☐ Modification/alteration

6. DESCRIBE PROJECT BRIEFLY:
To change the approved zoning classification of the 500 Block of Jefferson St., the east side of the 200 Block of Mechanic St. and the north side of the 500 Block of Olive St. from Light Industrial District to Residence C District and to change the south side of the 400 and 500 blocks of Factory St., the east side of the 300 Block of Mechanic St. and the west side of the 200 and 300 Blocks of High St. from Light Industrial District to Commercial District.

7. AMOUNT OF LAND AFFECTED:
Initially 8.4 acres Ultimately 8.4 acres

8. WILL PROPOSED ACTION COMPLY WITH EXISTING ZONING OR OTHER EXISTING LAND USE RESTRICTIONS?
☒ Yes ☐ No If no, describe briefly

9. WHAT IS PRESENT LAND USE IN VICINITY OF PROJECT?
☒ Residential ☐ Industrial ☒ Commercial ☐ Agriculture ☐ Park/Forest/Open Space ☐ Other
Describe: The existing land use in the 500 Block of Jefferson St. and the north side of the 500 Block of Olive St. is residential, in the 400 and 500 blocks of Factory Street it is commercial and in the west side of the 200 and 300 Blocks of High it s a mix of commercial and residential.

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

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: City of Watertown, Kenneth A. Mix, Planning and Community Development Coordinator Date: August 9, 2010

Signature:

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

OVER

PART II – ENVIRONMENTAL ASSESSMENT / To be completed by Agency

A. DOES ACTION EXCEED ANY TYPE I THRESHOLD IN 6 NYCRR, PART 617.12? If yes, coordinate the review process and use the FULL EAF.
☐ 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, archaelogical, 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.

August 9, 2010

To: The Honorable Mayor and City Council

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

Subject: Changing the Zoning Classification of Parcels in the 500 Block of Jefferson and Olive Streets and the 200 Block of Mechanic Street From Light Industrial to Residence C and in the 400 and 500 Blocks of Factory Street, 300 Block of Mechanic Street and the 200 and 300 Blocks of High Street from Light Industrial to Commercial

The City Council had requested that the Planning Board review the zoning along Jefferson Street and make a recommendation on any changes the Board felt were necessary. The Planning Board did so at its July 6, 2010 meeting and a map of their proposal was included in the agenda for the City Council's July 19, 2010 meeting. After considering the Planning Board's recommendation, the City Council directed staff to initiate the zone change.

At its August 2, 2010 meeting, the City Council scheduled a public hearing on the zone change ordinance for 7:30 p.m. on Monday, August 16, 2010. After the public hearing, the City Council must approve the SEQRA resolution before voting on the attached ordinance.

Ordinance No. 1

August 2, 2010

ORDINANCE

Changing the Zoning Classification of Parcels in the 500 Block of Jefferson and Olive Streets and the 200 Block of Mechanic Street From Light Industrial to Residence C and in the 400 and 500 Blocks of Factory Street, 300 Block of Mechanic Street and the 200 and 300 Blocks of High Street From Light Industrial to Commercial

	YEA	NAY
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		

Introduced by

Council Member Jeffrey M. Smith

BE IT ORDAINED where the City Council of the City of Watertown, New York, is considering changing the zoning classification in the 500 blocks of Jefferson Street and Olive Street and the 200 block of Mechanic Street from Light Industrial to Residence C and in the 400 and 500 blocks of Factory Street, the 300 block of Mechanic Street and the 200 and 300 blocks of High Street from Light Industrial to Commercial, and

WHEREAS the Tax Assessment Parcels proposed to be changed from Light Industrial to Residence C are as follows:

6-04-103.000	6-04-115.000	6-04-126.000
6-04-104.000	6-04-116.000	6-04-202.000
6-04-105.000	6-04-116.001	6-04-203.000
6-04-106.000	6-04-117.000	6-04-204.000
6-04-107.000	6-04-118.000	6-04-205.000
6-04-108.000	6-04-119.000	6-04-207.000
6-04-109.000	6-04-120.000	6-04-208.000
6-04-110.000	6-04-121.000	6-04-209.000
6-04-111.000	6-04-122.000	6-04-210.000
6-04-112.000	6-04-123.000	6-04-211.000
6-04-113.000	6-04-124.000	6-04-212.000
6-04-114.000	6-04-125.000	6-04-213.000

and

ORDINANCE

Changing the Zoning Classification of Parcels in the 500 Block of Jefferson and Olive Streets and the 200 Block of Mechanic Street From Light Industrial to Residence C and in the 400 and 500 Blocks of Factory Street, 300 Block of Mechanic Street and the 200 and 300 Blocks of High Street From Light Industrial to Commercial

	YEA	NAY
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		

WHEREAS the Tax Assessment Parcels proposed to be changed from Light Industrial to Commercial are as follows:

6-04-101.000	6-04-206.000	6-04-229.000
6-04-127.000	6-04-214.000	6-04-230.000
6-04-128.000	6-04-217.000	6-04-231.000
6-04-130.000	6-04-222.000	6-04-233.000
6-04-132.000	6-04-223.000	6-04-235.000
6-04-132.001	6-04-224.000	6-04-236.000
6-04-133.000	6-04-225.000	6-04-237.000
6-04-133.001	6-04-226.000	6-04-238.000
6-04-201.000	6-04-227.000	6-04-239.000

and

WHEREAS the Planning Board of the City of Watertown recommended said zone changes at its meeting held on July 6, 2010, and

WHEREAS a public hearing was held on the proposed zone changes on August 16, 2010 after due public notice, and

WHEREAS the City Council has made a declaration of negative findings of the impact of the proposed zone changes 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 proposed zone changes,

THEREFORE BE IT ORDAINED that the zoning classifications be changed from Light Industrial to Residence C and Commercial for the Tax Assessment Parcels as listed above, and

BE IT FURTHER ORDAINED that the zoning map of the City of Watertown shall be amended to reflect the zone changes, and

August 2, 2010

ORDINANCE

Changing the Zoning Classification of Parcels in the 500 Block of Jefferson and Olive Streets and the 200 Block of Mechanic Street From Light Industrial to Residence C and in the 400 and 500 Blocks of Factory Street, 300 Block of Mechanic Street and the 200 and 300 Blocks of High Street From Light Industrial to Commercial

	YEA	NAY
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		

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.

Excerpt from the Planning Board's 7/6/10 Meeting Minutes

DISCUSSION – ZONING IN THE JEFFERSON STREET AND OLIVE STREET NEIGHBORHOODS

Mr. Mix began the discussion on this issue by stating that Jefferson Street is located in a Light Industrial District; however, most of the existing land use in that area consists of housing. He said that the City is the owner of 523 Jefferson Street and has received an offer from an individual to purchase the property for a residential use. He said that because the property has been vacant for more than one year, the parcel has lost its nonconforming status; therefore, the housing use cannot be reestablished. He said that the Code Enforcement office has recommended the demolition of the property because the property is so small and because the use cannot be reestablished. City Council has asked the Planning Board whether or not the zoning should be changed to more accurately reflect the existing uses. If the Planning Board feels it should be changed, the Council would also like a recommendation as to what the proposed zoning should be. Mr. Mix referred to an existing land use map and noted that most of the existing uses for the properties fronting Jefferson Street are residential except the corner of Jefferson Street and High Street, the portion of the Party Store property and building which extend into Jefferson Street frontage, and an existing playground.

Mr. Mix then provided a few options for the Planning Board to consider. He said if the zoning were changed to Residence C, the properties would still be substandard with regard to lot size, although the uses would then be allowed. He said a zoning district of Residence B would be a good fit as far as the uses are concerned but again the frontage and lot size would still be an issue. He said that a Commercial zoning district would also be a possibility as residential uses are allowed in Commercial Districts and that the lot size and frontage would not be an issue as there are no minimum requirements for those items in a Commercial District.

Mrs. Freda wondered whether or not it would be considered spot zoning if the Planning Board were to recommend a change to a residential district for everything except for the Converse Welding property located on High Street. Mr. Mix thought that yes, it would be a spot zoning issue. Mrs. Freda suggested that the frontage along High Street be changed to a Commercial zoning designation while the rest of the frontage on Jefferson Street be changed to residential to avoid the spot zoning issue. Mrs. Gervera noted that this approach would make it much cleaner. Mr. Mix added that all of the frontage on High Street would become Commercial as the existing east side of the street is already zoned Commercial. Mrs. Freda further suggested that the Planning Board change the frontage along Factory Street to Commercial to better fit in with existing land uses.

Mrs. Gervera recommended that a Residence C District be considered for the residential portion of the zone change because of the existing lot sizes. She said that more of the lot sizes would conform to the Residential C requirements than other residential districts. She said that a Residential C designation also lends itself to higher density use which is what exists in that area. Mrs. Freda agreed and liked the idea of having Commercial along High Street.

Mrs. Gervera then moved to recommend that the City Council consider a zone change in this neighborhood to change the existing Light Industrial zoning along Jefferson Street and Olive Street to Residential C and changing the existing Light Industrial zoning along High Street and Factory Street to Commercial. The motion was seconded by Mr. Harris and all voted in favor.

August 11, 2010

To: The Honorable Mayor and City Council

From: Mary M. Corriveau, City Manager

Subject: Public Square Traffic Concerns

At the June 7, 2010 City Council meeting, Council Member Joseph Butler asked that Staff take a look at a traffic issue regarding cars blocking the intersection of Public Square and Franklin Street. Attached for City Council review is the City Engineering Department's documentation of their two traffic observations performed in the area, along with City Engineer Kurt Hauk's recommendation.

1869

CITY OF WATERTOWN
ENGINEERING DEPARTMENT
MEMORANDUM

OFFICE OF CITY MANAGER
AUG 11 2010
WATERTOWN, NEW YORK

DATE: 10 August 2010

TO: Mary Corriveau, City Manager

FROM: Kurt Hauk, City Engineer KWH

SUBJECT: Traffic Observation at Public Square and Franklin Street

At a recent Council Meeting a question was raised by a member of the Council concerning a complaint from a business owner on Public Square. The complaint regarded traffic blocking the crosswalks at the intersection of Franklin Street and Public Square. The inquiry suggested the installation of a sign indicating to motorists where to stop prior to the crosswalk.

Enclosed is a summary of two traffic observations conducted by the Engineering Department for this area.

While the installation of a sign at the crosswalk indicating the stop point is possible, it does not address the problem as demonstrated during the observations. It seems the issue is not the drivers knowing where to stop, but rather they get stranded at the crosswalk and speed table when traffic queue's up at the light at State Street. This issue is more prevalent on the north side of the Square when traffic queue's up from the American Corner.

The overall issue may be better addressed by re-evaluating the timing of the signals on Public Square. The current timings were designed in 2003 and were based on certain design assumptions. Now that the Public Square project is complete, the timings should be re-evaluated based on actual traffic volumes and turning movements.

The Engineering Department has already anticipated doing this. There is money in the current training budget to conduct training on the Synchro-7 traffic program during the fall and winter months of this year. The training will allow us to evaluate the signal timings and the vehicle queuing as part of an in-house project.

1 Encl

INTEROFFICE MEMO
ENGINEERING DEPARTMENT

DATE: August 6, 2010

TO: Kurt Hauk, City Engineer

FROM: Justin Wood, Civil Engineer II

SUBJECT: Franklin Street at Public Square – Traffic Observations

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In June of 2010, Councilmember Joe Butler relayed concerns from a citizen, about traffic blocking the crosswalks and intersection at Franklin Street on Public Square. In response to those concerns, the City Engineering Department conducted traffic observations at the intersection on July 8 & August 5, 2010.

The July 8, 2010 observation was conducted from 11:30 a.m. – 1:00 p.m., which is one of the peak times for traffic flow through Public Square. During this time, I observed 3 separate occasions where vehicles were stopped in the intersection and/or crosswalks on Public Square at Franklin Street. All 3 occasions were brief, but had the potential to prevent a vehicle from turning onto Public Square from Franklin Street or prevent a pedestrian to using the crosswalk.

The August 5, 2010 observation was conducted from 4:00 p.m. – 5:15 p.m., to see the peak time for traffic heading home from work. During this time, however, the intersection was not blocked on a single occasion. The vehicles on Public Square stopped at the stop bar prior to the crosswalk. There were a few times, however, when vehicles queued up from State St. up to the eastern crosswalk across Public Square at Franklin St.

Based on the observations, it appears that when the traffic signals at State St turn red, vehicles traveling on Public Square tend to get caught in the intersection with Franklin Street. This is mainly an issue during times of heavy traffic when the vehicles come to a stop at State St. and it's too late for vehicles behind them to realize they will end up stopped in the intersection. When the traffic is lighter, vehicles typically have ample time to see and stop before the crosswalk at Franklin St., as was evident during the observations.

The majority of drivers do seem to stop before the crosswalk at Franklin St. Additional signage such as "Stop Here" could be installed on the crosswalk signs (as depicted in the attached photograph), however, there is already an abundance of signage on Public Square. Also, the main cause of the problem wouldn't be addressed by additional signage because the vehicles simply get caught in the intersection when the traffic stops at State St. for the red light.

The issue does exist, however, it is inherently a difficult one to prevent. The north side of the Square has the same issue when traffic queues up from Arsenal/Court St's all the way to Mill St and blocks the crosswalks. In lighter traffic, vehicles are able to stop at the appropriate location before the crosswalks, but in heavy traffic it becomes difficult to do so.

August 12, 2010

To: The Honorable Mayor and City Council

From: James E. Mills, City Comptroller

Subject: Bike Auction Results

On August 11th the City held an auction of bicycles and miscellaneous items. The results of the auction are as follows:

Bicycles included in auction	72
Bicycles sales	$1,155
Miscellaneous items included	10
Miscellaneous item sales	$ 415
Total sales	$1,570
Number of auction participants	42
Direct cost of auction <u>excluding staff overtime</u> (one advertisement in Watertown Daily Times)	$ 144

All bicycles and miscellaneous items included in the auction were sold.