

**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, March 19, 2012, 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 - Approving Agreement with Systems Development Group for Continuing Image Mate Online Assessment Software Support
- Resolution No. 2 - Approving Agreement of Lease Between the City of Watertown and the Thompson Park Conservancy, Inc.
- Resolution No. 3 - Amendment to Lease Agreement Between the City of Watertown and the Greater Watertown Red and Black, Inc.
- Resolution No. 4 - Authorizing Sale of Real Property, Known as 333 Kendall Avenue North to Jefferson County, 175 Arsenal Street, Watertown, New York 13601
- Resolution No. 5 - Authorizing Sale of Real Property, Known as 334 Kendall Avenue North to Jefferson County, 175 Arsenal Street, Watertown, New York 13601
- Resolution No. 6 - Authorizing Sale of Real Property, Known as 335 Clover Street to Jefferson County, 175 Arsenal Street, Watertown, New York 13601

ORDINANCES

- Ordinance No. 1 - Changing the Approved Zoning Classification of Hydroelectric Facilities and Related Properties Along the Black River to Waterfront District in Order to Implement the Local Waterfront Revitalization Program

LOCAL LAW

PUBLIC HEARING

- 7:30 p.m. Local Law No. 1 of 2012 – Amending City Charter of the City of Watertown, Title VII, Departments of Water; Electric Light and Power, and Section 301 of the City Code of the City of Watertown Water

OLD BUSINESS

STAFF REPORTS

1. 2012 CDBG Small Cities Application Public Hearings
2. History of Advantage Watertown
3. NYS Legislature Approves, NYS Retirement system Tier VI Pension Plan
4. Sales Tax Revenue – February 2012
5. 2012-2012 CAPC City Budget Request

NEW BUSINESS

EXECUTIVE SESSION

To discuss collective bargaining negotiations pursuant to Article 14 of the Civil Service Law.

WORK SESSION

ADJOURNMENT

NEXT REGULARLY SCHEDULED CITY COUNCIL MEETING IS MONDAY, APRIL 2, 2012.

March 6, 2012

To: The Honorable Mayor and City Council

From: Mary M. Corriveau, City Manager

Subject: Agreement with Systems Development Group for Continuing Image Mate Online Assessment Software Support

In 2007, the City received a grant from the NYS Office of Real Property Services for web-based delivery of the City's Real Property information on our website. At that time, the City entered into an Agreement with Systems, Development Group, Inc. (SDG) to provide the annual software support required to operate SDG's web-based service. The term of that Agreement is coming to a close effective April 30, 2012, and since it is the City's desire to maintain this service, the City Assessment Department has entered into discussions with SDG regarding a new Agreement.

Attached for your review is a copy of the Agreement with SDG, effective May 1, 2012 through April 30, 2015. Under the terms of this Agreement SDG will provide the City with telephone and email support during normal working hours and will ensure that standard software improvements are installed and functioning. They will also, at the City's request, provide custom software enhancements. The costs associated with the current and proposed Agreement are as listed below:

<u>Service</u>	<u>Current Agreement</u>	<u>Proposed Agreement</u>
Software Support	\$1,000 per year	\$1,000 per year, 1 st year \$1,100 per year, 2 nd and 3 rd year
Customer Induced Problem Support*	\$85 per hour	\$85 per hour
Custom Enhancements*	To be negotiated	\$100 per hour

***Rates for the customer induced problem support and custom enhancements are below SDG's rates through the NYS Office of General Services.**

SDG has provided the City with outstanding service over the past five years, and they are a proven information technology vendor that provides the same service to numerous municipalities across New York State.

Staff has reviewed the proposed Agreement with SDG and recommends approval by the City Council. Staff is prepared to address any questions the Council has regarding this Agreement.

March 19, 2012

Resolution No. 1

RESOLUTION

Page 1 of 1

Approving Agreement with Systems Development Group for Continuing Image Mate Online Assessment Software Support

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

Total

YEA	NAY

Introduced by

WHEREAS the City of Watertown provides web-based access to real property information within the City on our website, and

WHEREAS the information include sales history, property owner information, property tax information and individual structure characteristics, and

WHEREAS this web-based delivery system provided by Systems Development Group benefits property owners, real-estate firms, tax attorneys and departmental staff who require this information on a regular basis on-demand, and

WHEREAS SDG has provided software supports of this system since May 2005, and

WHEREAS the City of Watertown to wishes to maintain the annual software support provided by Systems Development Group to preserve the real property on-line service,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown herby approves the Agreement between the City of Watertown and Systems Development Group, a copy of which is attached and made a part of this resolution, and

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

Seconded by

Annual Software Support Plan for the City of Watertown's Image Mate Online

Effective Dates of Support: May 1, 2012 through April 30, 2015

SDG shall provide telephone and email support during normal working hours, 8:30 am -5:00 pm EST, Monday through Friday. This support is intended to insure that the Image Mate Online software is functioning as intended. SDG will respond in a timely manner to any support issue brought to our attention by government officials regarding the Image Mate Online software. SDG shall make available to the City of Watertown all standard software enhancements, as defined below, to the Image Mate Online software currently owned by the City. This software includes Image Mate Online as well as the RPS Version 4 data extraction utility as it pertains to Image Mate Online.

In the event that SDG is unable to resolve a support issue using telephone and/or email support, SDG will employ remote desktop access software, such as WebEx, to perform remote desktop support. In the unlikely event that this method does not resolve the issue, an SDG field engineer may provide on-site support. However, this software support plan does not include service for induced problems such as:

- Installation of additional programs (third party programs, operating systems, service packs, etc.) that render the system inoperable.
- Reconfiguration of network resources (server reconfiguration, hard drive reconfiguration).

Resolution of induced problems will be billed at a rate of \$85 per hour including travel time. SDG's normal rate for all Software Support is currently at \$125 per hour. The lower rate of \$85 per hour is guaranteed by SDG throughout the effective dates of this Software Support Plan, as noted above, when the City accepts this Plan.

Software Enhancement Classifications

- 1) **Standard** – Software improvements to the current release for purposes such as increasing system performance or fixing reproducible software errors (bug fixes). The cost to the City for these Standard software enhancements will be included in the fee paid by the City to Systems Development Group for the software support plan.
- 2) **Custom** – This classification includes client requested software changes that would add or increase current system functionality. Work of this type will be billed at a rate of \$100 per hour. SDG's normal rate for enhancements of this type as identified by the New York State Office of General Services is set at \$147.00 per hour. The lower rate of \$100 per hour is guaranteed by SDG throughout the effective dates of this Software Support Plan, as noted above, when the City accepts this Plan.

The City agrees to pay SDG an annual fee of \$1,000 for this software support for May 1, 2012 through April 30, 2013 and \$1,100 annually for the remaining 2 years.

This Agreement shall be construed and interpreted under and according to the laws of the State of New York.

City of Watertown

Systems Development Group, Inc.

By: _____

By: David Guzman
David Guzman, VP of Operations

To: The Honorable Mayor and City Council

From: Mary M. Corriveau, City Manager

Subject: Approving Lease Agreement Between the City of Watertown and the Thompson Park Conservancy, Inc.

As discussed at the March 12, 2012 City Council meeting, the Lease Agreement between the Thompson Park Conservancy and the City of Watertown expires this June. As the Council is aware, in 1988, the concept of the “Thompson Park Conservancy” grew from a grassroots organization to assume the primary responsibility for a new, habitat based, indigenous species zoo at Thompson Park. During that same year, the City Council voted to allocate \$750,000 to begin construction of a new zoo at Thompson Park.

In the early 1990s, the City of Watertown and the Thompson Park Conservancy, Inc. reached an Agreement for the Lease of property at Thompson Park for the operation of the New York State Zoo. Since that time, the Conservancy has operated a Zoo at Thompson Park for the benefit of the region.

Last year, the City Council limited the term of the Lease Agreement with the Conservancy to one year to provide the Conservancy with an opportunity to address concerns raised by Council Member Roxanne M. Burns, following the July 2010 concert in the park. As discussed during the work session, last year the Conservancy made great strides and they believe that they addressed the concerns raised by Council Member Burns regarding food service during the Symphony event in Thompson Park.

The term of this Agreement is from July 1, 2012, through December 31, 2014. Under the terms of the Agreement, the Conservancy is not required to pay any rent during the term of the Lease, but will serve as the Zoo operator in consideration for said Lease. For the term of this Lease, the Conservancy will continue to have the exclusive right to the concession for the July concert and fireworks held in Thompson Park.

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

Approving Agreement of Lease Between
the City of Watertown and the Thompson
Park Conservancy, Inc.

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

Total

YEA	NAY

Introduced by

WHEREAS the City of Watertown owns the property known as Thompson Park, located in the City of Watertown, and

WHEREAS the Thompson Park Conservancy, Inc. desires to lease certain premises located at Thompson Park for the operation of the Thompson Park Zoo, and the City is willing to lease the same to the Conservancy under the terms and conditions set forth in the attached Lease Agreement,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby approves the Agreement of Lease between the City of Watertown and the Thompson Park Conservancy, Inc., in connection with the operation of the Thompson Park Zoo, a copy of which is attached and made a part of this resolution, and

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

Seconded by

Agreement of Lease

This AGREEMENT OF LEASE (referred to herein as “Lease”) is being made and is intended to be effective as of July 1, 2012, between the City of Watertown with its principal office located at 245 Washington Street, Watertown, New York 13601 (referred to herein as “Lessor” or “City”) and the Thompson Park Conservancy, Inc., with its principal office located at the Administration Building, One Thompson Park, Watertown, New York 13601 (referred to herein as “Tenant”).

INTRODUCTION

WHEREAS the Lessor owns the facility known as Thompson Park, located in the City of Watertown, County of Jefferson, State of New York (referred to herein as the “Park”); and

WHEREAS, the Tenant desires to lease a designated portion of the Park premises located at the Park for the continued operation of the New York State Zoo at Thompson Park (referred to herein as the “Zoo”) and the Lessor desires to lease the same to the Tenant upon the terms and conditions set forth herein; and

WHEREAS the parties recognize that the Zoo has been a valued and integral part of the Park’s history, as well as the history of the City; and

WHEREAS the parties recognize that the Zoo remains a treasured City asset which continually serves and enriches the community through education, recreation, conservation, camaraderie, research, historical perspective, and society; and

WHEREAS the fruitful partnership between the City and Zoo promotes cultural richness and an appreciation for the City community; and

WHEREAS the parties recognize and appreciate the financial and social interdependence

among the Zoo, the City, and the Park;

NOW, THEREFORE, in consideration of the mutual covenants and agreement stated herein, the Lessor and Tenant agree as follows:

AGREEMENT

Section 1. Premises and Services

- 1.1 Lessor leases to Tenant and Tenant leases from Lessor the premises and appurtenances generally shown in the attached Schedule A (referred to herein as the “Leased Premises”).
- 1.2 As part of this Lease, Lessor grants Tenant the exclusive rights for the sale of food and concession items on the Leased Premises. Lessor agrees that during the term of this Lease no other person, partnership, firm, corporation or other entity shall be granted conflicting rights, licenses or privileges on the Leased Premises. Additionally, Tenant may provide for the sale of food and concession items throughout the Park (excluding the golf course), but shall not have the right to do so for privately-held events, nor for specific events sponsored by not-for-profit entities who are using the event to raise funds for their own organizations. Tenant shall have exclusive rights for the sale of food and concession items at the July Concert and fireworks held in Thompson Park.
- 1.3 Tenant covenants at the expiration or other termination of the Lease to remove its personal property and effects from the Leased Premises and to surrender all buildings, structures, fixtures, and all keys and locks in as good a condition as received by Tenant, ordinary wear and tear excepted.

Section 2. Tenant's Construction

- 2.1 Tenant is given the right to construct improvements to the Leased Premises in furtherance of its mission, provided that it receives pre-approval of its construction from the Lessor and that the construction does not materially interfere with the operation of the Park. The pre-approval shall not be unreasonably withheld or delayed. Tenant shall obtain any required building or similar type permits required in connection with the construction. Tenant will be responsible for all costs associated with improvements constructed by it or under its authority. All construction shall be in compliance with all local, state and federal building codes, laws and regulations, and in agreement with recommended practices of the American Zoo and Aquarium Association (hereinafter "AZA practices"). The Tenant is responsible for submitting both preliminary drawing details and final "as built" drawings of all projects constructed.
- 2.2 Tenant shall be responsible for providing Lessor with final project costs of any improvements to the Leased Premises. Said actual costs shall be provided to Lessor within 30 days of project completion.
- 2.3 All improvements to the Leased Premises made by Tenant with the Lessor's approval, shall become the property of Lessor and shall remain with the Leased Premises. Tenant shall annually provide a comprehensive listing of all buildings and structures present on the Leased Premises. If there has been no change since the prior year, "no change" shall be noted. Such listing shall initially be provided within 30-days of signing this Lease.
- 2.4 Tenant shall prepare and provide Lessor with a five year Capital Plan on or before January 1st of each contract year.

Section 3. Term

3.1 The term of this Lease shall be for the period from July 1, 2012, through December 31, 2014.

Section 4. Rent

4.1 Tenant shall not be obligated to pay any rent during the term of this Lease, but shall serve as the Zoo operator in consideration for this Lease.

Section 5. Services, Utilities, and Facilities.

5.1 Lessor shall furnish the following services to Tenant:

- 1) Structural and mechanical maintenance of the buildings and structures identified for such services at paragraph 6.2 of this Lease. Lessor's obligation extends to the "old" portion of the Zoo's Visitors Center.
- 2) Large area grass cutting (defined to be that which is accomplished by a "riding mower"). Tenant shall be responsible for hand mowing and trimming within the Leased Premises.
- 3) Snow removal of all roads and major visitor walkways within the Leased Premises.
- 4) Water, sewer, gas and electricity. The Tenant and Lessor shall work cooperatively to reduce/conservate the energy consumed by operations on the Leased Premises.

5.2 Tenant shall furnish the following services at its sole cost:

- 1) Telephone and cable service.
- 2) Trash removal to include animal refuse, and medical/biologic waste. The clean-up of leaves, sticks and other natural debris shall be the responsibility of the Tenant. Tenant is permitted to compost biodegradable materials as permitted by law and AZA practices.
- 3) Emergency Generator.

5.3 Tenant is responsible for the operation of the Zoo, including but not limited to engaging, supervising and terminating Tenant's personnel; establishing policies for the operation of the Zoo in agreement with recommended AZA practices and generally accepted zoo management principles; facility/organizational planning and development; and animal acquisition and care.

Section 6. Repairs and Maintenance

6.0 Lessor and Tenant shall do semi-annual inspections of the leased premises and facilities to identify and document facility needs and upcoming work requirements. Said inspections shall be done in April and September of each year.

6.1 Lessor shall maintain and operate the Park in all respects consistent with generally accepted management practices for Parks of similar size and character, and in accordance with all applicable rules and regulations. In addition, Lessor shall operate, maintain and keep in good repair any and all facilities of the Park, which are necessary or incidental to the operations conducted by Tenant. The Lessor's said duty to operate, maintain and keep in good repair shall include but is not limited to the following:

- 1) Lessor shall maintain and keep in good repair all premises and facilities of the Park unless discontinued by Lessor, including all public restrooms. However, Tenant shall clean and supply the restrooms located on the Leased Premises;
- 2) Lessor shall keep the Park roadways free year-round from obstructions, including but not limited to the clearing and removal of snow and ice, vegetation, stones and other foreign matter for the safe, convenient and proper use of the Park by Tenant and those using Tenant's services. However, Lessor is not hereby obligated to plow the State Street entrance to the Park; and
- 3) Lessor shall operate and maintain adequate directional signs within the Park.

6.2 a. Lessor shall maintain the exterior of the buildings and other facilities on the Leased Premises, with the exception of painting, which are identified as buildings 1, 4, 6, 7, 8, 10 and 11 on Schedule A, in good condition and repair. Lessor shall also promptly make all necessary repairs to those same buildings' and facilities' equipment (including heating, electrical, sanitary, air conditioning and other systems). Lessor shall maintain the ornamental fencing on the Leased Premises.

b. Tenant shall maintain the exterior of all other buildings and facilities on the Leased Premises, which are currently identified as buildings 2, 3, 5, 9, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23 24 and 25 on Schedule A, in good condition and repair. Tenant shall also promptly make all necessary repairs to those same buildings' and facilities' equipment (including heating, electrical, emergency generator, sanitary, air conditioning and other systems). Tenant shall be responsible for painting the exterior of buildings 1,4,6,7,8,10 and 11. All subsequently added buildings or facilities are also Tenant's responsibility.

c. Tenant shall be responsible for landscaping, exhibit habitat and components, fencing and enclosures on the Leased Premises.

d. Tenant shall otherwise keep the Leased Premises neat and clean and in such order as the same are in on the Lease commencement date, wear and tear resulting from reasonable use excepted. This shall include all routine maintenance and cleaning on the Leased Premises.

Section 7. Rules and Regulations

7.1 Upon written notice by Lessor, Tenant and its agents and employees shall comply with and observe all reasonable rules and regulations concerning the use of the Leased Premises and the Park, which may from time to time be promulgated by Lessor. Said rules and regulations shall not conflict with the terms of this Lease, nor AZA practices.

Section 8. Assignment and Subletting

8.1 Tenant may not assign or transfer this Lease and/or sublet the Leased Premises in whole or in part, including but not limited to the rights granted to Tenant in connection with the operation of the Zoo, without the prior written consent of Lessor, which consent may be withheld. A complete assignment or transfer of this Lease made by Tenant shall release and discharge Tenant from any and all liability under the Lease from the date that Tenant receives Lessor's written consent to the said assignment if the party to which the Lease has been assigned or transferred shall assume all of the liabilities and obligations of Tenant under this Lease.

Section 9. Lessor's Right of Access

9.1 Tenant shall permit Lessor or its authorized representatives to enter the Leased Premises during usual business hours (or at any time for the purpose of making emergency repairs, snow removal, or other to perform other necessary maintenance responsibilities outlined herein) to inspect or repair the Leased Premises.

Section 10. Damage to Leased Premises by Fire

- 10.1 If any portion of the Leased Premises, which are identified as buildings 1, 4, 6, 7, 8, 9, 10, 11, 13, 16 and 19 on Schedule A, are materially damaged by fire or other casualty, Lessor may elect to collect upon its own insurance for the same and further elect not to replace the same. In such event, Tenant shall have no claim against Lessor.
- 10.2 If any remaining portion of the Leased Premises are materially damaged by fire or other casualty, Tenant shall diligently proceed to repair or replace the same unless Lessor, by motion of the City Council, in its sole discretion, waives the same.
- 10.3 Tenant shall be solely responsible for its personal property.
- 10.4 For purposes of this Section 10, “material damage” shall mean damages in an amount exceeding 50% of the structure’s insured value.

Section 11. Insurance and Indemnification.

- 11.1 Recognizing that the Lessor is self-insured for liability issues, during the term of this lease, Tenant shall, at its own cost and expense, maintain and provide general public liability insurance and “Zoo operations” insurance for the benefit and protection of Lessor and Tenant, specifically naming in said policy or policies the Lessor as an additional insured thereunder in the minimum amount of \$1,000,000. The City shall be a certificate holder on all policies of insurance. Lessor’s additional insured status shall not be limited to vicarious liability only. The public liability policy or certificate thereof shall be delivered to Lessor, together with proof of the payment of the annual premium or premiums, upon the signing of this Lease. Tenant shall deliver to Lessor renewals of such public liability insurance policy, with proof of payment of the premium within twenty (20) days before its expiration date during the term of this Lease.

- 11.2 During the time of this Lease, Tenant shall, at its own cost and expense, maintain and provide fire and casualty insurance designed to replace the structures which are its responsibility on the Leased Premises (replacement cost coverage). Tenant shall also maintain coverage on all structures on any portion of the Leased Premises for damage caused by Tenant's negligence in the stated sum of \$300,000.00. The City will be a Certificate Holder on each policy of insurance.
- 11.3 Lessor reserves the right to increase the required amount of casualty or general liability insurance in a commercially reasonable manner, from time to time, during the term of this Lease, upon written notice to Tenant.
- 11.4 Tenant hereby indemnifies and holds Lessor harmless of and from any and all liability or claims for injuries to persons or property caused by Tenant's operation of the Zoo or Tenant's use and occupancy of the Leased Premises. This indemnification shall survive the termination or expiration of the term of this Lease.
- 11.5 Lessor hereby indemnifies and holds Tenant harmless of and from any and all liability or claims for injuries to persons or property caused by Lessor's use or operation of the Park. This indemnification shall survive the termination or expiration of the term of this Lease.
- 11.6 Lessor shall be responsible for any underground storage tanks and/or hazardous substances used by Lessor in the Park or located within the Park (except for hazardous substances used or brought into the Park by Tenant), and hereby indemnifies and holds Tenant harmless of and from any and all liability or claims arising from the same.

Section 12. Quiet Enjoyment

- 12.1 Upon observing and performing all the Lease terms required of Tenant, Tenant shall peaceably and quietly enjoy the Leased Premises without hindrance by Lessor or any party claiming through Lessor.

Section 13. Animal Care and Feeding

- 13.1 Tenant shall be responsible for all animal care (including veterinary care) and feeding. Lessor shall use its best efforts to obtain grant money to assist Tenant in the payment of the costs associated with the care and feeding of the animals and also to assist Tenant in obtaining grant money on its own through direct applications.
- 13.2 Tenant shall be responsible for recovering any and all Zoo animals, which may, from time to time, stray from the Leased Premises.
- 13.3 Tenant shall be responsible for correcting, repairing and/or replacing any and all damage to the Park and/or the Leased Premises caused by animals under the Tenant's care, reasonable wear and tear excepted.
- 13.4 Should the Tenant deem it to be in its best interest to keep animals through the winter, then the Tenant shall be responsible for whatever upgrades are necessary to sufficiently winterize the existing facilities.

Section 14. Governing Law

- 14.1 This Lease shall be construed and enforced in accordance with the laws of the State of New York.

Section 15. Entire Agreement

- 15.1 This Lease, including the attachments referred to herein and attached hereto, contains the entire agreement between the parties with regard to the subject matter hereof.

- 17.4 Tenant shall not open the Zoo to the public at times other than the times during which the Park shall be open to the public without the written permission of the City Manager. Notwithstanding, (a) It is agreed that the Zoo may maintain year-round hours of operation; and (b) a resident Executive Director and the person's family and lawful guests shall have unrestricted access to the residence situate upon the Leased Premises.
- 17.5 Tenant shall maintain reasonably necessary equipment and supplies for the provision of first aid to the public and its employees in keeping with recommended practices of AZA management and operation.
- 17.6 Tenant shall be responsible for securing all gates to the Zoo upon the closing of the Zoo to the public and hereby acknowledges that the Lessor's employees will not be available to provide this service.
- 17.7 Tenant shall not utilize any buildings or other facilities located within the Park outside of the perimeter of the Leased Premises without the written consent of the City of Watertown.
- 17.8 Tenant shall not have the use of any of Lessor's vehicles or equipment for Tenant's use.
- 17.9 Tenant agrees that its employees shall park their vehicles in such locations as Tenant and Lessor shall reasonably agree upon.
- 17.10 All covenants in this Lease, which are binding upon Tenant, shall be construed to be equally applicable to and binding upon Tenant's agents and employees, and others claiming the right to be in the Leased Premises or the Park through or under Tenant.
- 17.11 All covenants in this Lease, which are binding upon Lessor, shall be construed to be equally applicable to and binding upon Lessor's agents and employees, and others claiming any rights through or under Lessor.
- 17.12 This Lease shall be binding upon and shall inure to the benefit of the parties and their

legal representatives, successors and assigns.

17.13 In the event any covenant, condition or provision herein contained is held to be invalid by any court of competent jurisdiction, the invalidity of any such covenant, condition or provision shall in no way affect any other covenant, condition or provision herein contained; provided that the invalidity of any such covenant, condition or provision does not materially prejudice either Lessor or Tenant in its respective rights and obligations contained in the valid covenants, conditions or provisions of this Lease.

17.14 This Lease may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one (1) instrument.

IN WITNESS WHEREOF, Lessor and Tenant have caused this Lease to be executed by authorized agents to be effective as of the date first above written.

LESSOR:

THE CITY OF WATERTOWN, NEW YORK

BY: Jeffrey E. Graham
ITS: Mayor

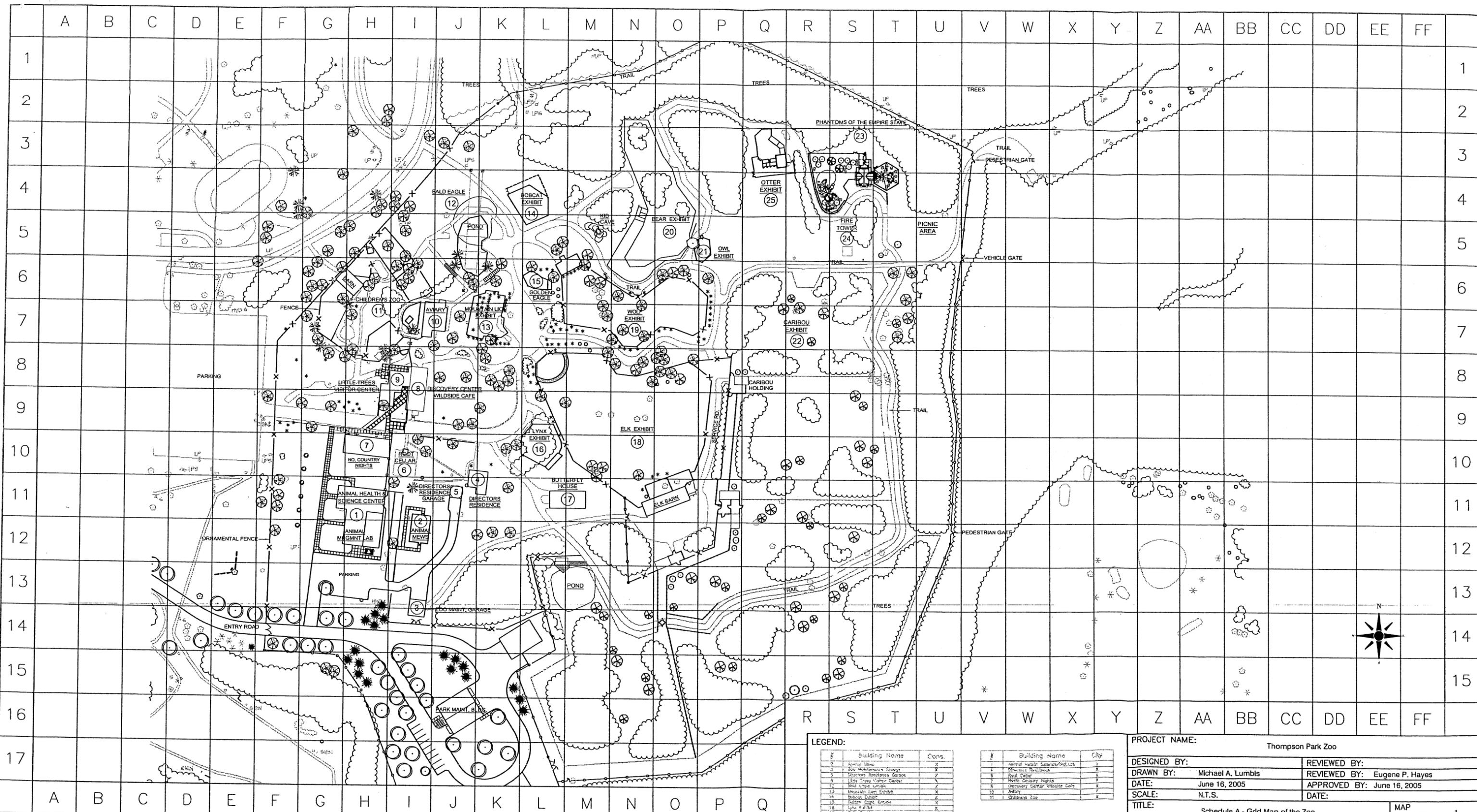
LESSEE:

THOMPSON PARK CONSERVANCY, INC.

BY:
ITS: Chairperson

Schedule A

See attached Map



LEGEND:

#	Building Name	Cons.
1	Animal Health	X
2	Animal Mgmt.	X
3	Zoo Maintenance Storage	X
4	Director's Residence	X
5	Director's Residence Garage	X
6	Director's Residence	X
7	Butterfly House	X
8	Elk Barn	X
9	Elk Exhibit	X
10	Lynx Exhibit	X
11	Wolf Exhibit	X
12	Bald Eagle Exhibit	X
13	Mountain Lion Exhibit	X
14	Sobca Exhibit	X
15	Golden Eagle Exhibit	X
16	Owl Exhibit	X
17	Bear Exhibit	X
18	Caribou Holding	X
19	Caribou Exhibit	X
20	Fire Tower	X
21	Phantoms of the Empire State	X
22	Otter Exhibit	X
23	Picnic Area	X
24	Vehicle Gate	X
25	Pedestrian Gate	X

#	Building Name	City
1	Animal Health Science/Med Lab	X
2	Director's Residence	X
3	Root Cellar	X
4	No. Country Nights	X
5	Director's Residence Garage	X
6	Butterfly House	X
7	Elk Barn	X
8	Elk Exhibit	X
9	Lynx Exhibit	X
10	Wolf Exhibit	X
11	Children's Zoo	X

PROJECT NAME: Thompson Park Zoo

DESIGNED BY:	REVIEWED BY:
DRAWN BY: Michael A. Lumbis	APPROVED BY: Eugene P. Hayes
DATE: June 16, 2005	APPROVED BY: June 16, 2005
SCALE: N.T.S.	DATE:
TITLE: Schedule A - Grid Map of the Zoo	MAP NUMBER: 1

MAP NUMBER: 1	PROJECT NAME: Thompson Park Zoo Agreement of Lease Between City of Watertown & Thompson Park Conservancy	TITLE: Schedule A Grid Map of the Zoo
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CITY OF WATERTOWN, NEW YORK
 DEPARTMENT OF PUBLIC WORKS
 ROOM 206, MUNICIPAL BUILDING
 245 WASHINGTON STREET
 WATERTOWN, NEW YORK 13601
 TEL: (315) 785-7770 FAX: (315) 785-7752

REVISION:	DESCRIPTION OF REVISION:	DATE:	BY:
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Res No. 3

March 15, 2012

To: The Honorable Mayor and City Council

From: Mary M. Corriveau, City Manager

Subject: Amendment to Lease Agreement Between the City of Watertown
And Greater Watertown Red and Black, Inc.

On August 1, 2011, the City Council adopted a resolution approving the Lease Agreement between the City of Watertown and Greater Watertown Red and Black, Inc. The term of that Agreement is from April 1, 2011 through March 31, 2013. In October 2011, I received a request from George Ashcraft asking that the City consider changing the locker rooms presently used by the Red & Black with those formerly used by Watertown Sports Ventures, Inc.

With the adoption of the City's Alcohol Sales Policy for City Owned Property, Staff has entered into discussions with the new Watertown Wizards, Inc. As part of those discussions, the Wizards have looked at the locker rooms and both parties agreed to the switch requested by the Red & Black.

In order to accommodate the Watertown Red & Black's request an Amendment to the existing Lease Agreement has been drafted, that modifies Exhibit A to the Agreement, the map of the restrooms and locker rooms in the grandstand covered under the Lease.

A resolution approving the Amendment to the Lease Agreement between the City of Watertown and Greater Watertown Red and Black, Inc. has been prepared for City Council consideration.

March 19, 2012

Resolution No. 3
Page 1 of 1

Amendment to Lease Agreement Between the City of Watertown and the Greater Watertown Red and Black, Inc.

Introduced by

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

Total

YEA	NAY

WHEREAS the City is a municipal corporation organized under the laws of the State of New York and, as such, owns a facility known as the Alex T. Duffy Fairgrounds within the City of Watertown, and the Fairgrounds are a community recreational facility, and

WHEREAS the City desires to promote future recreational activities at the Fairgrounds for the valid public purpose of the benefit, recreation, entertainment, amusement, convenience and welfare of the people of the City, and

WHEREAS in pursuit of that public purpose, the City desires to contract for the use, operations, management and maintenance of the Fairgrounds multi-purpose field and all football-related activities, and

WHEREAS the Greater Watertown Red and Black, Inc. owns and operates a football team as a member and franchise of the Empire Football League, and

WHEREAS Greater Watertown Red and Black, Inc. desires to have its team, Red and Black, play football games within the confines of the Fairgrounds, and

WHEREAS in furtherance of this desire the City of Watertown and the Watertown Red & Black entered into a Lease Agreement effective April 1, 2011 through March 31, 2013, and

WHEREAS the Watertown Red & Black has asked, and the City has agreed to switch the locker rooms used by the Red & Black under the terms of the Lease Agreement,

NOW THEREFORE BE IT RESOVLED that the City Council of the City of Watertown approves the Amendment to Lease Agreement between the City of Watertown and the Greater Watertown Red and Black, Inc., a copy of which is attached and made a part of this resolution, and

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

Seconded by



GREATER WATERTOWN RED & BLACK, INC.
The Oldest SemiPro Football Team in the Nation

September 29, 2011

Dear City Council,

The Greater Watertown Red and Black football organization request to change locker rooms from the one they are presently using at the Alex Duffy fairgrounds, to the Watertown Wizards old locker room.

**Thank you,
Greater Watertown Red and Black Organization**



AMENDMENT TO LEASE AGREEMENT

**THE CITY OF WATERTOWN, NEW YORK
AND
GREATER WATERTOWN RED AND BLACK, INC.**

This Amendment to the Lease Agreement effective April 1, 2011 through March 31, 2013 between the City of Watertown, New York, with its principal offices located at 245 Washington Street, Watertown, New York 13601 (“City”) and Greater Watertown Red and Black, Inc., with its principal offices located at 1358 Washington Street, Watertown, New York, (“Football”). is being made and is intended to be effective as of April 1, 2012,

INTRODUCTION

WHEREAS, the City is a municipal corporation organized under the laws of the State of New York and, as such, owns a facility known as the Alex T. Duffy Fairgrounds (the “Fairgrounds”) within the City of Watertown, and the Fairgrounds are a community recreational facility; and

WHEREAS, Football owns and operates a season football team as a member and franchise of the Empire Football League; and

WHEREAS Football desires to have its team, Red and Black (the “Team”), play football games within the confines of the Fairgrounds; and

WHEREAS, the City and the Red and Black have entered into a Lease Agreement effective April 1, 2011 through March 31, 2013 which provides the Red & Black with the use of locker rooms and restrooms in the grandstand, as shown in Exhibit A of the Agreement, and

WHEREAS the City and the Red & Black have agreed to change the locker rooms and restrooms used by the Red & Black under the terms of the Lease Agreement,

NOW, THEREFORE, in consideration of mutual covenants and agreements as stated herein, the City and Football agree to the following Amendment of Section II of the Agreement as follows:

AMENDMENT

Section II – Premises Leased

The City agrees to lease to Football the premises generally known as the Alex T. Duffy Fairgrounds football field and all incidents thereto, including the bleachers and scoreboard, consisting of essentially that area bounded by the multi-purpose field fence separating the field

from the remainder of the Fairgrounds, together with the immediately adjacent parking areas (the "Premises"). This lease also provides for rental of the storage/locker areas highlighted in orange on the map attached as Exhibit A to this Agreement. Restrooms and locker rooms in the Grandstand are part of the Leased Premises when Football is practicing or playing a game on leased fields owned by the City. Restrooms and additional locker rooms may be used as needed depending upon availability. The Fairgrounds multi-purpose #5 field will be made available for practice purposes. In the event this field cannot be used, one of the other nearby fields may be used.

IN WITNESS WHEREOF, the City and Football will have caused this amendment to the Lease to be executed by authorized agents to be effective as of April 1, 2012.

THE CITY OF WATERTOWN, NEW YORK

By: _____
Mary M. Corriveau, City Manager

GREATER WATERTOWN RED AND BLACK, INC.

By: _____
George Ashcraft, General Manager

Res Nos. 4, 5, and 6

March 15, 2012

To: The Honorable Mayor and City Council

From: Mary M. Corriveau, City Manager

Subject: Authorizing Sale of Real Property, 333 Kendall Avenue North,
334 Kendall Avenue North, 335 Clover Street, to the County
Of Jefferson

Attached for City Council review and consideration are three resolutions transferring title of the properties listed above to Jefferson County. This action is a result of a Work Session discussion held on July 12, 2010 regarding the disposition of vacant lots owned by the City of Watertown; copies of the minutes of that discussion are attached for your review. As you can see, during those discussions, it was determined that the City should reach out to the County to see if they had interest in these three parcels, which are located near JCC and are surrounded by other properties owned by Jefferson County. That outreach took place in the fall of 2010, and in December of that year, I put together a formal letter together to County Administrator Robert F. Hagemann, III to see if the County had interest in the properties.

Yesterday, I received notice that the County is interested in taking title to these properties.

July 9, 2010

To: The Honorable Mayor and City Council
From: Mary M. Corriveau, City Manager
Subject: City Owned Property Review

During the March 8, 2010 work session, the City Council discussed the sale of City owned property. At that time, Staff was asked if there were any other properties that the City owned that should be put up for sale. Attached is a listing of City owned properties, which includes all of our facilities, plus properties the City has acquired over the years. The City also acquired three properties in late June through the tax sale process which are not included in this listing:

<u>Address</u>	<u>Parcel #</u>	<u>Previous Owner</u>	<u>Property Class</u>	<u>Assessed Value</u>	<u>Lot size</u>
670 Rear Grant St.	4-5-123.003	Abbott Bromka Real Estate	Residential VL	\$ 250	50' x 20'
165 Rear Union St.	12-2-113.001	Russell Phelps	Commercial VL	\$ 1,350	60'x 37'
VL Sewalls Island	4-12-107	Robert Gair Co. Inc.	Industrial VL	\$ 500	10' x 276'

Staff will be prepared to review this listing with the City Council at the Work Session so that we can determine if there are any other properties the Council wants to be included in a property auction. Once we have determined what parcels will be auctioned, City Comptroller can schedule the auction.

**COUNCIL WORK SESSION
CITY OF WATERTOWN
July 12, 2010
7:00 P.M.**

MAYOR JEFFREY E. GRAHAM PRESIDING

**PRESENT: COUNCIL MEMBER ROXANNE M. BURNS
COUNCIL MEMBER JOSEPH M. BUTLER, JR.
COUNCIL MEMBER TERESA R. MACALUSO
COUNCIL MEMBER JEFFREY M. SMITH
MAYOR GRAHAM**

ALSO PRESENT: MARY M. CORRIVEAU, CITY MANAGER

City Staff Present: Kurt Hauk, Ken Mix, Jim Mills and Matt Owen

Review of City Owned Property

Council reviewed the report concerning the listing of these properties.

Council recommended the following:

1. Contacting the county about purchasing city-owned property at 355 Clover St., 333 and 334 Kendall Ave. N. These parcels are near JCC and are surrounded by county owned property.
2. Not selling the city-owned property on Moulton Street.
3. 425 Court Street for property auction.
4. Mr. Tandogan offered to purchase VL-5 Water St. However, Council concurred to place parcel in auction.
5. 522 Water St. needs remediation finished before selling.
6. VL-4 and VL-6 Water St. for property auction.
7. 129 Sherman St. will transfer to Neighbors of Watertown.
8. Approach new owner of abutting property owner of VL-6 Arsenal to see if they would want to purchase this small parcel.
9. Place benches and trees in the triangle parcel of 220 Coffeen St. to create a small park setting.

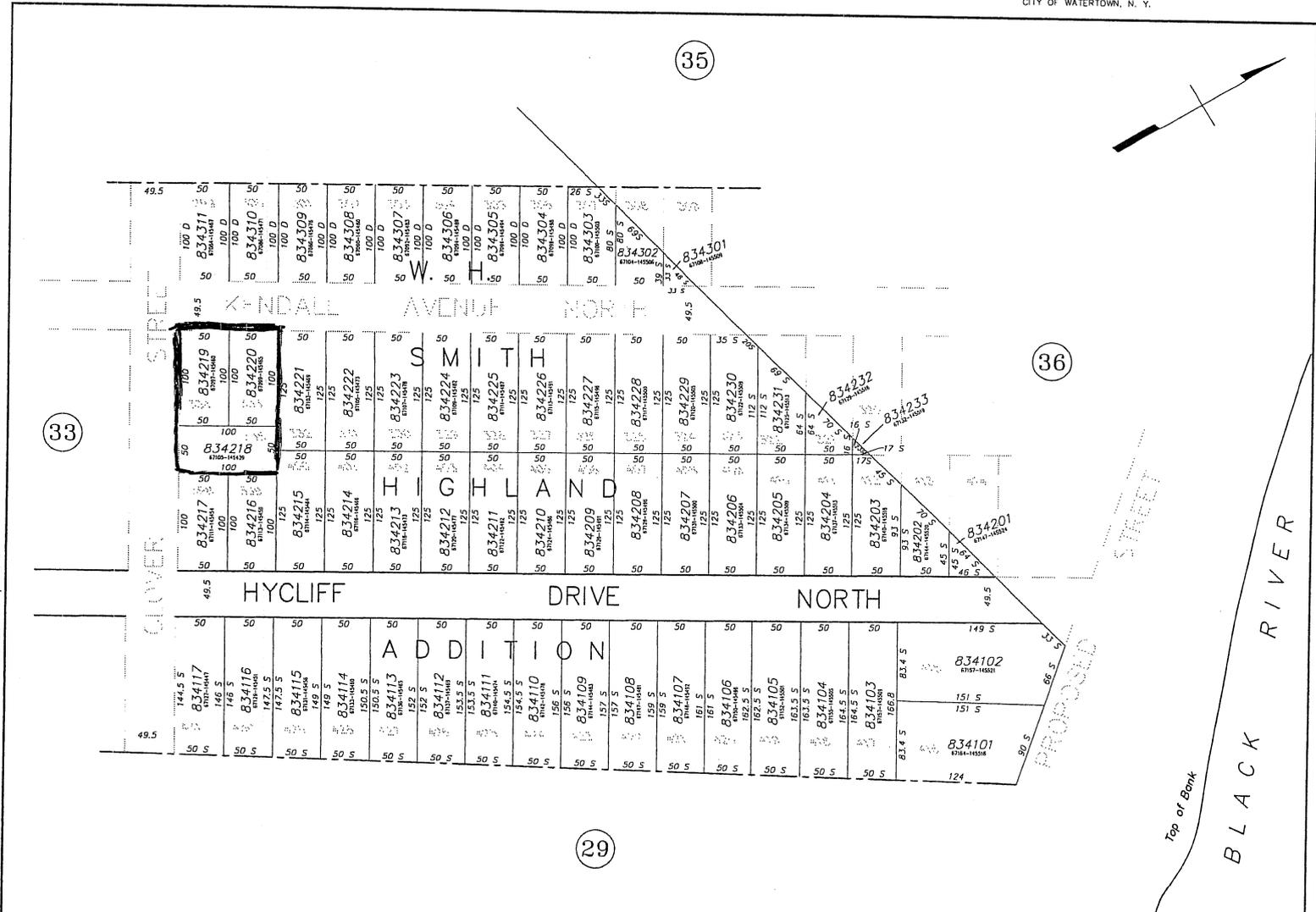
Per Council Member Butler's request, staff will look to see if playgrounds can be done on some of the small city-owned vacant properties within neighborhoods.

Discussion was held on the properties which the city has tax certificates on but has not taken title to because we don't want to be in the line of title.

Mr. Mix advised that the DEC testing results indicated that there is petroleum product contamination on the site.

Mrs. Corriveau explained that the city has put these types of properties into past brownfield programs, when available.

Council concurred that the City should sell the tax sale certificates for the two Ives properties on Martin Street, Lynn Service Center property on State Street, 560 Main Street (the former Taylor Implement) and the two properties on Court Street.



Drawing Scanned by Sorbati & Associates, Inc. (315) 962-7778 - Fax: (315) 962-5412 - Email: sorbati@earthlink.net

SCALE: 1 INCH = 50 FEET
FOR TAX PURPOSES ONLY
NOT TO BE USED FOR CONVEYANCE

DISTRICT 8 MAP 34
REVISED JANUARY 8, 2004



CITY OF WATERTOWN, NEW YORK

ROOM 302, MUNICIPAL BUILDING
245 WASHINGTON STREET
WATERTOWN, NEW YORK 13601-3380
(315) 785-7730
FAX (315) 782-9014

MARY CORRIVEAU
CITY MANAGER

December 13, 2010

Robert F. Hagemann, III
County Administrator
175 Arsenal Street
Watertown, NY 13601

Re: 333 Kendall Avenue North (Parcel # 8-34-220.000)
334 Kendall Avenue North (Parcel # 8-34-219.000)
335 Clover Street (Parcel # 8-34-218.000)

Dear Mr. Hagemann:

The City of Watertown owns the three parcels referenced above which are in the vicinity of Jefferson Community College and other parcels owned by Jefferson County. The City Council has determined that there is no public purpose for the City to continue owning these parcels and accordingly has suggested that these parcels be transferred to the County, as the owner of the surrounding parcels.

If the County Legislature agrees to accept these parcels the City will prepare the necessary resolutions for formal City Council approval as well as the related quit claim deeds and necessary filing documents. The only cost to Jefferson County will be the filing fees charged by the County Clerk. Please let me know if the County would like to proceed with the acquisition of these parcels.

Sincerely,


Mary M. Corriveau

cc. ✓ James E. Mills, City Comptroller
Brian A. Phelps, City Assessor
Christina E. Stone, Slye and Burrows

JEFFERSON COUNTY BOARD OF LEGISLATORS

Resolution No. 86

Authorizing the Purchase of Real Property From the City of Watertown

By Legislator: *Steve Gray*

Whereas, The City of Watertown has acquired title to three parcels of real property by tax foreclosure in an undeveloped subdivision adjacent to Jefferson Community College and has offered to convey said parcels to the County, and

Whereas, The County currently holds in trust certain real property for Jefferson Community College in the vicinity of the parcels currently being made available and said additional property may be of benefit to the County and the College for long term planning purposes, and

Whereas, The City of Watertown is prepared and willing to convey title to parcels 8-34-220.000, 8-34-219.000 and 8-34-218.000 (otherwise known as 333-334 Kendall Avenue North and 335 Clover Street) for the nominal price of \$1.00 with the County to bear the cost of recording, and

Whereas, The County of Jefferson desires to accept conveyance of said parcels on the above terms.

Now, Therefore, Be it Resolved, that the Chairman of the Board is hereby authorized and directed to execute a contract of purchase and sale as well as any other necessary documents necessary to complete the conveyance on the above terms subject to the approval of the County Attorney as to form and content.

Seconded by Legislator: *Allen Grube*

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

I, the undersigned, Clerk of the Board of Legislators of the County of Jefferson, New York, do hereby certify that I have compared the foregoing copy of Resolution No. _____ of the Board of Legislators of said County of Jefferson with the original thereof on file in my office and duly adopted by said Board at a meeting of said Board on the _____ day of _____, 20____ and that the same is a true and correct copy of such Resolution and the whole thereof.

In testimony whereof, I have hereunto set my hand and affixed the seal of said County this _____ day of _____, 20____.

Clerk of the Board of Legislators

RESOLUTION

Page 1 of 2

Authorizing Sale of Real Property,
Known as 333 Kendall Avenue North to
Jefferson County, 175 Arsenal Street,
Watertown, New York 13601

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

Total

YEA	NAY

Introduced by

WHEREAS there has heretofore been bid in by the City of Watertown at a tax sale a certain lot of land known as 333 Kendall Avenue North, approximately 50' x 125' in size, and also known and designated on the map of the Department of Assessment and Taxation of the City of Watertown, New York as Parcel No. 08-34-220.000, and

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

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

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

NOW THEREFORE BE IT RESOLVED that pursuant to Section 23, Subdivision (b) of the General City Law, Section 247 of the Charter of the City of Watertown as amended by Local Law No. 1, 1985, adopted December 3, 1984, effective January 17, 1985, and the ordinance, Municipal Code, Chapter 16 adopted by the Council on June 6, 1977, that the offer of \$1.00 submitted by Jefferson County for the purchase of Parcel No. 08-34-220.000, is a fair and reasonable offer therefore and the same is hereby accepted, and

RESOLUTION

Page 2 of 2

Authorizing Sale of Real Property,
Known as 333 Kendall Avenue North to
Jefferson County, 175 Arsenal Street,
Watertown, New York 13601

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

Total

YEA	NAY

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

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

Seconded by

RESOLUTION

Page 1 of 2

Authorizing Sale of Real Property,
Known as 334 Kendall Avenue North to
Jefferson County, 175 Arsenal Street,
Watertown, New York 13601

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

Total

YEA	NAY

Introduced by

WHEREAS there has heretofore been bid in by the City of Watertown at a tax sale a certain lot of land known as 334 Kendall Avenue North, approximately 50' x 100' in size, and also known and designated on the map of the Department of Assessment and Taxation of the City of Watertown, New York as Parcel No. 08-34-219.000, and

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

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

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

NOW THEREFORE BE IT RESOLVED that pursuant to Section 23, Subdivision (b) of the General City Law, Section 247 of the Charter of the City of Watertown as amended by Local Law No. 1, 1985, adopted December 3, 1984, effective January 17, 1985, and the ordinance, Municipal Code, Chapter 16 adopted by the Council on June 6, 1977, that the offer of \$1.00 submitted by Jefferson County for the purchase of Parcel No. 08-34-219.000, is a fair and reasonable offer therefore and the same is hereby accepted, and

RESOLUTION

Page 2 of 2

Authorizing Sale of Real Property,
Known as 334 Kendall Avenue North to
Jefferson County, 175 Arsenal Street,
Watertown, New York 13601

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.

YEA	NAY

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

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

Seconded by

RESOLUTION

Page 1 of 2

Authorizing Sale of Real Property,
Known as 335 Clover Street to
Jefferson County, 175 Arsenal Street,
Watertown, New York 13601

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

Total

YEA	NAY

Introduced by

WHEREAS there has heretofore been bid in by the City of Watertown at a tax sale a certain lot of land known as 335 Clover Street, approximately 50' x 100' in size, and also known and designated on the map of the Department of Assessment and Taxation of the City of Watertown, New York as Parcel No. 08-34-218.000, and

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

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

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

NOW THEREFORE BE IT RESOLVED that pursuant to Section 23, Subdivision (b) of the General City Law, Section 247 of the Charter of the City of Watertown as amended by Local Law No. 1, 1985, adopted December 3, 1984, effective January 17, 1985, and the ordinance, Municipal Code, Chapter 16 adopted by the Council on June 6, 1977, that the offer of \$1.00 submitted by Jefferson County for the purchase of Parcel No. 08-34-218.000, is a fair and reasonable offer therefore and the same is hereby accepted, and

RESOLUTION

Page 2 of 2

Authorizing Sale of Real Property,
Known as 335 Clover Street to
Jefferson County, 175 Arsenal Street,
Watertown, New York 13601

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.

YEA	NAY

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

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

Seconded by

Ord No. 1

March 14, 2012

To: The Honorable Mayor and City Council

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

Subject: Changing the Approved Zoning Classification of Hydroelectric Facilities and Related Properties Along the Black River to Waterfront District in Order to Implement the Local Waterfront Revitalization Program

On March 6, 2012, the Planning Board reviewed the third phase of the Local Waterfront Revitalization Program (LWRP) zoning amendments and unanimously passed a motion recommending that the City Council adopt the proposed changes. This phase designates those properties along the Black River used for, or associated with, hydroelectric generation as *Waterfront District*.

This district is a new zoning designation that was created by the City Council on June 6, 2011. It allows mixed water-dependent and water-enhanced uses, such as hydroelectric generation, boating facilities, retail, restaurants, and housing.

The change also includes a few City-owned parcels located near hydroelectric properties, and two privately owned lots on Moulton Street at the request of their owner.

These proposed changes are completely encompassed by the LWRP boundary, so no further SEQRA action is necessary at this time.

Copies of maps showing the existing zoning and this proposed rezoning are included within City Council Members' Agenda Packages. Attached to this memo are copies of the report prepared for the Planning Board and an excerpt from the Planning Board Minutes.

A Public Hearing is required before the City Council may vote on this Ordinance. It is recommended that a Public Hearing be scheduled for 7:30 p.m. on Monday, April 2, 2012.

ORDINANCE

Page 1 of 2

Changing the Approved Zoning Classification of Hydroelectric Facilities and Related Properties Along the Black River to Waterfront District in Order to Implement the Local Waterfront Revitalization Program

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

Total

YEA	NAY

Introduced by

BE IT ORDAINED where certain changes to Zoning District boundaries are required in order to implement the City of Watertown’s Local Waterfront Revitalization Program, and

WHEREAS City Staff have submitted a request to change the approved zoning classification of hydroelectric facilities and related properties along the Black River to Waterfront District, and

WHEREAS the Planning Board of the City of Watertown considered the zone change at its meeting held on March 6, 2012, and adopted a motion recommending that the City Council approve the zone changes as requested, and

WHEREAS the City Council deems it in the best interest of the citizens of the City of Watertown to approve the requested zone change, and

WHEREAS a public hearing was held on the proposed zone change on April 2, 2012, 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,

ORDINANCE

Page 2 of 2

Changing the Approved Zoning Classification of Hydroelectric Facilities and Related Properties Along the Black River to Waterfront District in Order to Implement the Local Waterfront Revitalization Program

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

Total

YEA	NAY

NOW THEREFORE BE IT ORDAINED that the zoning classification of each of the parcels in the following list is hereby changed to **Waterfront District**:

- 3-01-120 208 Moulton Street
- 3-01-120.001 214 Moulton Street
- 3-01-122.001 VL-1 Moulton Street
- 4-12-102 300 Pearl Street
- 4-23-101 95-115 Water Street
- 5-07-701 VL-5 Huntington Street
- 5-26-203.001 VL-7 Huntington Street
- 6-01-101 250 Mill Street
- 6-05-305 VL-9 Fairbanks Street
- 6-12-501 1133 Hungtington Street
- 7-01-301.003 201 Rear Mill Street
- 7-01-302 VL-1 Mill Street
- 7-01-302.001 201 Rear Mill Street

And,

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

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

Seconded by



MEMORANDUM

CITY OF WATERTOWN, NEW YORK – PLANNING OFFICE
245 WASHINGTON STREET, SUITE 304, WATERTOWN, NY 13601
PHONE: (315) 785-7730 – FAX: (315) 782-9014

TO: Planning Board Members

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

SUBJECT: LWRP Zone Changes Phase 3 – Hydroelectric *KAM*

DATE: February 27, 2012

Phase 3 of the LWRP zone changes mainly involves properties associated with hydroelectric generation. Attached are two maps: one showing the current zoning, and one showing the proposed changes for this phase.

The draft LWRP recommends that these parcels be rezoned to Waterfront District, in which hydroelectric generation is allowed as of right—being considered a “water-dependent” use. The City’s hydroelectric facility was recently changed as part of Phase 1.

Also included in the change are three City owned parcels—one near the intersection of Huntington and California Ave North, and two on Beebee’s Island—one of which is the DPW snow dump. Two private parcels at 208 and 214 Moulton Street have also been included at the request of the owner.

cc: City Council Members
Robert Slye, City Attorney
Justin Wood, Civil Engineer II

Excerpt from 3/6/12 Planning Board Meeting Minutes

LWRP ZONE CHANGES (PHASE III) HYDROELECTRIC

The Planning Board then considered a request submitted by Staff to change the approved zoning classification of hydroelectric facilities and related properties along the Black River to *Waterfront District*.

Mr. Mix started by informing the Board that Phase II (Public Square Area) had been approved by the City Council on Monday night (March 5th). He then explained that Phase III includes hydroelectric facilities and related properties owned by Brookfield and National Grid, plus a few adjacent City-owned parcels. Also included are two properties on Moulton Street owned by Dale Blanding, who had requested a mixed-use zoning district for his properties last year when no such district existed. Mr. Blanding wanted to build apartments on the upper floors of his building, and open a restaurant or shop on the first floor.

Mrs. Freda asked if Waterfront District would allow this type of use. Mr. Mix said that it would, as long as Mr. Blanding made some effort to provide public or semi-public access to the river in the form of a deck, patio, etc.

Mr. Mix then addressed the comments in a letter from Jon Elmer of Brookfield Power (on file in the City Engineering Office). He stated that he sees no problem making the changes to the Code suggested in the letter, but that the current matter was only a map amendment, and any Code changes would have to be sent to City Council separately. He also stated that specifying hydroelectric generation as a water-dependent use was probably not necessary because the precedent for this interpretation is clear and abundant.

Mr. Elmer approached the Board and explained that Brookfield had been operating in the City since 1999 when it acquired its facilities from Niagara Mohawk. He mentioned that he had not been notified of the Code change, assumedly because it did not apply to Brookfield's properties when adopted. He then asked for a brief explanation of what necessitated these changes.

Mr. Mix responded that the current zoning does not encourage housing along the river as envisioned in the LWRP, and thus zone changes were necessary. Further, the Department of State requires that the zoning map changes be fully implemented before the LWRP can be officially adopted. He stated that the changes would not affect Brookfield's current operations, but it would make development of other parcels easier.

Mr. Elmer wondered how the zoning would affect the Federal Energy Regulatory Commission's regulatory preemption rights. He also suggested that maybe a letter from the City specifically stating that hydroelectric generation is allowed would be sufficient rather than changes the Code. He finished by stating that Brookfield supports the general effort to improve the waterfront.

Mr. Mix stated that preemption would work the same as it currently does, and that a letter from Code Enforcement or the City Manager could be supplied.

Mr. Fontana then moved to recommend that City Council approve the request to change the approved zoning classification of hydroelectric facilities and related properties along the Black River to Waterfront District, as submitted by Staff.

Mr. Fipps seconded, all voted in favor.

Mrs. Gervera then moved to adjourn the meeting. Mr. Fipps seconded, and all voted in favor.

Public Hearing – 7:30 p.m.

March 14, 2012

To: The Honorable Mayor and City Council
From: Elliott B. Nelson, Confidential Assistant to the City Manager
Subject: City Charter and Code Amendments, Water Department

The City Council has scheduled a public hearing at 7:30pm on March 19, 2012 to discuss the above-referenced subject.

Local Law No. 1 of 2012 modifies the City Charter to reflect the changes necessary to bring it in line with the new reorganized Water Department. The changes to the Charter are additional verbiage which adds waste waterworks, sewers, and the disposal of wastewater to the stated responsibilities of the Department. This Amendment also changes the name of the Chapter from the Departments of Water; Electric Light and Power to simply the Department of Water.

Also included in this Local Law are amendments to Sections 301-1, Definitions, and 301-20, Main Extension Charges of the City Code. Much like the other Code Amendments included in last week's agenda, these changes will bring the Code in line with the accepted standards and operations of the Water Department. These sections are included in this Local Law because, at one time, they were modified by Local Law. As such, all further modifications to these sections must be done via a Local Law.

Amending City Charter of the City of Watertown, Title VII, Departments of Water; Electric Light and Power, and Section 301 of the City Code of the City Watertown, Water

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

Total

YEA	NAY

Introduced by

Council Member Jeffrey M. Smith

WHEREAS the City of Watertown owns and operates a Water Treatment, Filtration and Distribution System, and

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

WHEREAS the City of Watertown owns and operates a Hydroelectric Plant, and

WHEREAS the City-owned Wastewater Treatment Plant and Hydroelectric Plan are currently managed and operated by the City Engineering Department, and

WHEREAS the City Council of the City of Watertown has directed that the City's departmental structure be reorganized to bring the management and operations of Wastewater Treatment and Hydroelectric Generation under the control of the Water Department, and

WHEREAS the City Charter of the City of Watertown must be amended to reflect this new departmental structure,

WHEREAS Sections 301-1, Definitions, and 301-20, Main extension charges, of the City Code of the City of Watertown need to be updated to more adequately reflect the accepted standards and operations of the Department, and

WHEREAS Sections 301-1, Definitions, and 301-20, Main extension charges, of the City Code of the City of Watertown can be amended only through Local Law, and

Amending City Charter of the City of Watertown, Title VII, Departments of Water; Electric Light and Power, and Section 301 of the City Code of the City Watertown, Water

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.

YEA	NAY

Total

WHEREAS a public hearing was held at 7:30pm at the regular City Council meeting of March 19, 2012, for which public notice was duly given,

NOW THEREFORE BE IT ENACTED that Title VII, Departments of Water; Electric Light and Power of the City Charter of the City of Watertown is amended to be named the Department of Water

, and

BE IT FURTHER ENACTED that Section 54 of Title VII, Department of Water of the City Charter of the City of Watertown is amended to read as follows:

§ 54: The Council is vested with the charge of waterworks, waste waterworks, waterpowers, reservoirs, pipes, buildings, structures, dams, powerhouse, hydrants, machinery, lines and of all appliances and materials pertaining thereto or used in connection therewith, which may now belong to or may hereafter be acquired by the city, but the management, control, maintenance, and protection thereof shall be exercised by the City Manager under the direction of or pursuant to ordinance enacted by the Council.

, and

BE IT FURTHER ENACTED that Section 56 of Title VII, Department of Water of the City Charter of the City of Watertown is amended to read as follows:

§ 56: The Council shall have the power to make all contracts relating to the construction of dams, waterworks, waste waterworks, sewer collection (sanitary, storm, and combined), water mains, reservoirs, conductors, generators, lines, buildings, structures, pump houses, and machinery, and to make provision for the purchase of hydrants, fountains, pumps, and all materials, machinery, implements, utensils, and meters necessary therefore.

, and

Amending City Charter of the City of Watertown, Title VII, Departments of Water; Electric Light and Power, and Section 301 of the City Code of the City Watertown, Water

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

Total

YEA	NAY

BE IT FURTHER ENACTED that Section 61 of Title VII, Department of Water of the City Charter of the City of Watertown is amended to read as follows:

§ 61: The Council shall have the power to regulate the use of the water and electricity supplied, and waste water treated, and to grant permits therefore, to fix and to change from time to time the price to consumers for the use thereof, the terms and time of payment and the penalties for nonpayment; to change from time to time the manner of supply to consumers of water and electricity and waste water to be disposed; to provide for the protection of and preservation of the waterworks, waste waterworks, reservoirs, dams, pipes, buildings, structures, waterpower, powerhouses, machinery, lines, generators, conductors, and the appurtenances thereof, by the adoption of regulations and rules which may be enforced by ordinance; and in addition thereto, the observation of such rules and regulations with respect to the use of water and electricity and disposal of waste water where no ordinance may have been enacted in relation thereto. The Council may also cause said regulations, in case of violation thereof, to be enforced by cutting off the use and supply of the water and electricity and disposal of waste water.

, and

BE IT FURTHER ENACTED that Section 301-1 of the City Code of the City of Watertown is amended for only the herein-referenced paragraphs to read as follows:

§ 301-1. Definitions.

CURB-STOP-TO-METER-SERVICE – That portion of the water service line lying between the curb stop or outside gate valve and the water meter.

DEPARTMENT – There shall be a Department of Water.

SUPERINTENDENT – There shall be a Superintendent who shall be in charge of Water, Wastewater, and Hydroelectric Generation.

, and

Amending City Charter of the City of Watertown, Title VII, Departments of Water; Electric Light and Power, and Section 301 of the City Code of the City Watertown, Water

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.

YEA	NAY

Total

BE IT FURTHER ENACTED that Section 301-1 of the City Code of the City of Watertown is amended by deleting the following paragraph:

§ 301-1. Definitions.

DIVISION OF WATER – The Department of Water.

, and

BE IT FURTHER ENACTED that Section 301-20 of the City Code of the City of Watertown is amended for only the herein-referenced paragraphs to read as follows:

§ 301-20. Main extension charges.

A. Whenever the City Council shall deem it necessary to extend any water main for the benefit of the property owners abutting a street in which it is necessary to lay and extend a water main, the cost of laying such water main shall be paid for in the following manner:

- (1) The cost per foot of installing the water main and fire service shall be divided into thirds based on the cost of installing a water main eight (8) inches in diameter.
- (2) The abutting property on each side of the street shall be charged on a foot-frontage basis at a rate equal to 1/3 of the total cost per foot of such eight-inch (8) water main.
- (4) After the charges have been made against the property owners, the balance of the costs, including 1/3 of the total cost per foot of any exempt corner property and street intersection costs, shall be paid for by the Department.

, and

Amending City Charter of the City of Watertown, Title VII, Departments of Water; Electric Light and Power, and Section 301 of the City Code of the City Watertown, Water

Page 5 of 5

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

Total

YEA	NAY

BE IT FURTHER ENACTED that this Local Law shall take effect immediately upon filing with the New York Secretary of State.

Seconded by Council Member Joseph M. Butler Jr.

March 12, 2012

To: The Honorable Mayor and City Council
From: Kenneth A. Mix, Planning and Community Development Coordinator
Subject: 2012 CDBG Small Cities Application Public Hearings

We expect this year's Community Development Block Grant (CDBG) Small Cities Program Applications to be taken as part of the next Consolidated Funding Application round. At this point, we do not know when that will be, but it is likely that it will be announced later this spring.

Two public hearings are required before a CDBG application can be submitted. It is recommended that the public hearings be scheduled for Monday, April 2, 2012, and Monday, May 7, 2012, at 7:30 p.m.

March 14, 2012

To: The Honorable Mayor and City Council
From: Kenneth A. Mix, Planning and Community Development Coordinator
Subject: History of Advantage Watertown

As requested by Council Member Smith, the following is the history leading to the creation of Advantage Watertown.

On September 27, 2001, the City Council created the Downtown Development Board by resolution.

In December of 2001, Governor George Pataki's office requested information from Mayor Joseph Butler on Watertown's revitalization efforts for the Governor's Quality Communities Task Force.

On February 4, 2002, the New York State Department of State made a presentation to the Governor's Quality Communities Task Force on behalf of the City of Watertown.

On August 21, 2002, Lieutenant Governor Mary Donohue announced that Watertown was designated as one of the 12 New York State Quality Communities Demonstration Projects.

On August 22, 2002, Mayor Butler invited local individuals to participate in a Quality Community Committee with State officials. The group held its first meeting on September 12, 2002.

On March 3, 2003, the City Council approved the contract with the Department of State for Phase I of the Local Waterfront Revitalization Program. Task 5 of that contract said that the City of Watertown shall establish a Quality Community Committee to oversee the public participation and visioning process in cooperation with municipal officials and the consultant. The committee shall be representative of community interest and key state agencies.

On October 20, 2003, the City Council approved the contract with the Department of State for Phase II of the LWRP. Task 5 of that contract reiterated that a Quality Community Committee was to be formed.

On November 17, 2003, the City Council approved the contract with the Department of State for the Quality Communities Demonstration Project. Task 4 of that contract said that the City of Watertown shall establish a Watertown Revitalization Committee and that the committee shall consist of representatives of the downtown business community, City residents and involved organizations.

On March 24, 2004, Mayor Jeffrey Graham invited members of the original Quality Community Committee, the Downtown Development Board and new participants to be on a Quality Community/LWRP Committee. Participants were told that it would require a long-term commitment and that the purpose of the committee is to help in the planning and implementation phases of both programs.

The Quality Community/LWRP Committee held its first meeting on April 29, 2004 at which three Council Members were present. It named itself "Advantage Watertown" at that meeting. It has continued to meet on a monthly basis since then.

March 15, 2012

To: The Honorable Mayor and City Council

From: Mary M. Corriveau, City Manager

Subject: NYS Legislature Approves, NYS Retirement System Tier VI Pension Plan

Today, the New York State Legislature approved legislation which provides for significant pension reform that dramatically reduces local pension costs in the future and changes retirement benefits and contributions for new employees. The legislation establishes a new Tier VI pension plan that will only apply to those employees hired after April 1, 2012. I have attached for your review a document that details the major provisions of this new pension plan tier.

State Legislature Passes Pension Reform

Earlier today, the State Legislature agreed to significant pension reform that will dramatically reduce local pension costs in the future. The legislation establishes a new Tier VI pension plan that will only apply to those employees hired after April 1, 2012. The major provisions of the new tier are as follows:

Employee Contribution Rates – The new Tier VI employee contribution rates will vary depending on salary:

- For those earning \$45,000 or less, the contribution rate is 3%
- For those earning between \$45,000 - \$55,000, the contribution rate is 3.5%
- For those earning between \$55,000 - \$75,000, the contribution rate is 4.5%
- For those earning between \$75,000 - \$100,000, the contribution rate is 5.75%
- For those earning more than \$100,000, the contribution rate is 6%

Increased Retirement Age – The new tier increases the minimum retirement age from 62 to 63 and allows for early retirement with penalties. For each year of retirement prior to 63, employee pension benefits will be permanently reduced by 6.5%.

Adjustment of Pension Multiplier – Under Tier VI, the pension multiplier will be 1.75% for the first 20 years of service, and 2% starting in the 21st year. For an employee who works 30 years, their pension will be 55% of final average salary under Tier VI, instead of 60% under Tier V.

Vesting – Under Tier VI, employees will vest after 10 years of service. This is similar to current vesting eligibility under Tier V.

Limitations on Number of Sick and Leave Days – Tier VI reduces by half - from 200 to 100 - the number of sick and leave days that can be used for retirement service credit.

Limitations on Salary – Previous tiers allowed salaries from an unlimited amount of employers for calculating retirement benefits. Tier VI allows only two salaries for the calculation. In addition, for new higher paid employees, the amount earned above the Governor's salary (currently \$179,000) will not be eligible for determining pension benefits.

Adjustments to Final Average Salary Calculation – The final average salary will be based on a 5-year average instead of the current 3-year average. In addition, Tier VI establishes a new anti-spiking measure which caps annual growth in salary used to determine pension allowances at 10% of the average salary of the previous four years, and also eliminates lump sum payments of unused sick and vacation time from the calculation. Finally, pensionable overtime for civilian and non-uniformed employees will be capped at \$15,000 plus inflation, and for uniformed employees outside of New York City, capped at 15% of base pay.

Defined Contribution Option – The legislation includes an optional defined contribution plan for new non-union employees with annual salaries of \$75,000 and above. The employer will make an 8% contribution to employee contribution accounts. This is a voluntary option for those employees who prefer the portability and vesting feature not available with defined benefit options.

Required State Funding of Pension Sweeteners – The agreement requires the state to fund any pension enhancers on an ongoing basis, ensuring that these costs are no longer passed on to local governments.

March 15, 2012

To: The Honorable Mayor and City Council
From: Mary M. Corriveau, City Manager
Subject: Sales Tax Revenue – February 2012

The City has received the monthly sales tax revenue numbers from Jefferson County. In comparison to February 2011, the February 2012 sales tax numbers are up \$ 55,141 or 5.60%, actual to actual. In comparison to our original budget projection for the month of February, the sales tax numbers are up \$26,988 or 2.67%.

The year to date actual to actual receipts are up \$570,723 or 5.41%, year to date budget to actual receipts are up \$268,869 or 2.48%. Year to date revenues for the current Fiscal Year are \$11,122,112.

The attached spreadsheet shows the detail collections for this year and last year, along with the budgeted numbers. Collections for Fiscal Year's 2007-2008; 2008-2009; 2009-10, and 2010-11 have been added to provide historical prospective.

	<u>Actual 2007-08</u>	<u>Actual 2008-09</u>	<u>Actual 2009-10</u>	<u>Actual 2010-11</u>	<u>Actual 2011-12</u>	<u>Variance</u>	<u>% Inc/(Dec)to Prior Year</u>
July	\$ 1,202,556	\$ 1,276,583	\$ 1,054,235	\$ 1,294,030	\$ 1,359,433	\$ 65,403	5.05%
August	\$ 1,150,965	\$ 1,268,437	\$ 1,111,868	\$ 1,250,127	\$ 1,319,714	\$ 69,587	5.57%
September	\$ 1,777,545	\$ 1,529,231	\$ 1,805,736	\$ 1,777,374	\$ 1,886,899	\$ 109,525	6.16%
October	\$ 1,041,228	\$ 1,103,267	\$ 1,081,394	\$ 1,147,531	\$ 1,215,872	\$ 68,341	5.96%
November	\$ 1,089,851	\$ 1,106,240	\$ 1,056,203	\$ 1,203,035	\$ 1,207,881	\$ 4,847	0.40%
December	\$ 1,554,307	\$ 1,413,485	\$ 1,606,018	\$ 1,681,408	\$ 1,897,409	\$ 216,001	12.85%
January	\$ 1,055,815	\$ 1,073,261	\$ 1,103,884	\$ 1,213,795	\$ 1,195,675	\$ (18,121)	-1.49%
February	\$ 925,894	\$ 843,971	\$ 921,272	\$ 984,089	\$ 1,039,230	\$ 55,141	5.60%
March	\$ 1,591,250	\$ 1,458,063	\$ 1,572,098	\$ 1,445,902	\$ -	\$ -	0.00%
April	\$ 1,044,484	\$ 954,271	\$ 1,121,188	\$ 1,190,708	\$ -	\$ -	0.00%
May	\$ 1,070,945	\$ 960,159	\$ 1,079,512	\$ 1,164,270	\$ -	\$ -	0.00%
June	\$ 1,689,660	\$ 1,479,763	\$ 1,709,687	\$ 1,654,800	\$ -	\$ -	0.00%
YTD	<u>\$ 15,194,501</u>	<u>\$ 14,466,732</u>	<u>\$ 15,223,095</u>	<u>16,007,070</u>	<u>\$ 11,122,112</u>	<u>\$ 570,723</u>	<u>5.41%</u>

	<u>Original Budget 2011- 12</u>	<u>Actual 2011-12</u>	<u>Variance</u>	<u>%</u>
July	\$ 1,331,050	\$ 1,359,433	\$ 28,383	2.13%
August	\$ 1,285,891	\$ 1,319,714	\$ 33,823	2.63%
September	\$ 1,828,221	\$ 1,886,899	\$ 58,677	3.21%
October	\$ 1,180,359	\$ 1,215,872	\$ 35,512	3.01%
November	\$ 1,237,451	\$ 1,207,881	\$ (29,570)	-2.39%
December	\$ 1,729,510	\$ 1,897,409	\$ 167,899	9.71%
January	\$ 1,248,520	\$ 1,195,675	\$ (52,845)	-4.23%
February	\$ 1,012,242	\$ 1,039,230	\$ 26,988	2.67%
March	\$ 1,487,266	\$ -	\$ -	0.00%
April	\$ 1,224,772	\$ -	\$ -	0.00%
May	\$ 1,197,578	\$ -	\$ -	0.00%
June	\$ 1,702,142	\$ -	\$ -	0.00%
YTD	<u>\$ 16,465,000</u>	<u>\$ 11,122,112</u>	<u>\$ 268,869</u>	<u>2.48%</u>



*COMMUNITY ACTION PLANNING COUNCIL
OF JEFFERSON COUNTY, INC.*

March 5, 2012

Mary Corriveau
City of Watertown
Watertown Municipal Building
245 Washington Street
Watertown, NY 13601

Re: 2012-2013 CAPC City Budget Request

Dear Mayor Graham, City Council Members and Ms. Corriveau:

The Community Action Planning Council of Jefferson County, Inc. is submitting **a request to you for the 2012-2013 City of Watertown Appropriation for a total of \$55,000. We are also requesting a onetime lump sum of \$10,000 to assist us through our loss of funding for Family Center emergency services.** We all are aware of the bleak economic outlook for low-income families this coming year. We are seeing a dramatic increase in the number of people requesting emergency services at CAPC. Our food pantry is seeing many new faces from the community, including low and middle-income families. 29% of our participants last year were new to our agency. Requests for assistance for first month's rent, rent to prevent eviction and for assistance with utilities have also increased sharply. Many families are working, but just can't make ends meet; i.e., they may choose to pay other "necessity" bills first and find there is just no money left for prescriptions and food. Food is the only flexible part of their budget.

Our total projected agency budget for **FY2012 is \$4,248,193, which is still unsettled because of the negotiations in Washington and Albany. FY 2011 budget was \$4,503,700.** This is a **difference of \$255,507.** As you can see, our budget has decreased substantially, but our demand has increased dramatically and is still growing.

This is the reason we are requesting some extra assistance this year with the \$10,000 lump sum. You were generous last year in granting us a lump sum of \$10,000 to spend on food. As a result, we were able to leverage a total of \$5,991 in free food! However, we are still low on food and are putting out a plea to the public to help with donations through food drives scheduled this spring, summer and fall. Emergency services such as rent to prevent eviction, assistance with utility bills while receiving shut off notices, water bills, fuel and more are increasing and we have depleted our FEMA funds to assist them at this point.

If we don't take care of these residents and neighbors, they will be turning back to the government for help. Within our programs, we offer a professional career path for parents of our Head Start children, who often become Teacher Aides and climb the ladder to teacher status or move in to another CAPC program. We build on the strengths of clients and staff and we have many recipients who want to give back because we've helped them in the past.

CAPC provides the supports so families can work. We offer quality child care placements so families can go to work and not worry about their children; we deliver food to Seniors; we screen every Head Start child for early intervention services, saving taxpayers in the long run, parent involvement which can lead to a career path to finish school and become self-sustaining, we serve young military families that are isolated from their families; we lessen the burden of housing issues, we are frugal and our Single Audits each year are above reproach. We save government money and the community needs us.

We are also required to leverage 25% local share as a match to much of our Federal and State revenue, which totals a minimum of \$580,285. This match can be funds from a non-State or Federal source; goods and services donated as in-kind from the community and/or volunteering. Jefferson County awarded us \$102,000 for 2011; and we are **respectfully requesting \$55,000 from the City of Watertown, along with the onetime lump sum of \$10,000.**

Attached is a copy of the 2011 Annual Report Summary for your information. During the last fiscal year, our agency **provided services to 11,822 unduplicated individuals.** As you will notice on the last page of the Annual Report Summary, **62% of our families are from the City of Watertown.** While the economy continues to falter, many of the people we see are working; looking for work; or have "fallen through the cracks". If they gain employment, they become what we have termed as "underemployed"; losing supports such as food stamps, child care subsidies, and medical coverage, while receiving little or no fringe benefit from their employers. These same people are still turning to the non-profit human service agencies for assistance and education. We continue to seek out collaborations with other agencies to maximize community resources.

CAPC currently **employs 140 people** with an annual payroll of **\$3,180,937.** **Unduplicated program volunteers totaled 1,000 and they donated 17,691 hours** of their time to CAPC last year!

The City of Watertown has appropriated funding to this agency since 1966 when CAPC was incorporated and designated as the official anti-poverty agency, in accordance with the Economic Opportunity Act of 1964. We value that appropriation deeply.

Local government continues to play a key role in Community Action Planning Council's operations through Board membership, financial support, and

community projects. We very much appreciate the continued support of the City of Watertown for CAPC services. We continue to be committed to providing quality services to the people in our community and work to strengthen and enhance our public/private partnerships.

Please find attached our Summary of Services, Fiscal Year 2011 Annual Report Summary, and our 2011 Results/Outcomes Report.

I have included six copies of this package for the City Council Members, Mayor Jeffrey Graham and you. If you have any questions regarding our request or agency programs, please do not hesitate to contact us.

Sincerely,

A handwritten signature in cursive script that reads "Melinda Gault". The signature is written in black ink and is positioned below the word "Sincerely,".

Melinda Gault
Executive Director

Cc: Mayor Jeffrey Graham, City of Watertown
Members of City Council
Peter Clough, CAPC Board President

**COMMUNITY ACTION PLANNING COUNCIL
OF JEFFERSON COUNTY, INC.**

Melinda Gault, Executive Director

Dawn Cole, Deputy Director

Jennifer Storey, Executive Assistant

COMMUNITY ACTION PROMISE:

"Community Action changes people's lives, embodies the spirit of hope, improves communities, and makes America a better place to live. We care about the entire community, and we are dedicated to helping people help themselves and each other."

Summary of Services:

Early Childhood Services – Marie Ambrose, Department Director

- **HEAD START** – Offers a holistic approach to pre-school education. Includes home based and center based pre-school experience with a focus on the physical, social, emotional and intellectual growth of each child as well as family involvement. CAPC sponsors centers at Watertown, Dexter, Antwerp (North Jeff), Carthage and Adams (South Jeff) areas.
- **UNIVERSAL PRE-K** – This is a curriculum-based program offering a 2-½ hour quality early education experience at the Watertown and Indian River School Districts. The Program emphasizes the development of language, cognitive and social skills for 3 and 4 year old children. Program plans provide for development of children's independence and self-assurance.

Jefferson-Lewis Child Care Project – Cathy Brodeur, Department Director

This department offers many programs for early childhood professionals and parents looking for childcare. It also serves as a resource for childcare center staff and family day care providers in the form of training and technical assistance.

- **CHILD CARE RESOURCE & REFERRAL PROGRAM** – Trained staff assist parents in locating quality registered child care in both Jefferson and Lewis Counties. Up to date
- **REGISTRATION OF CHILD CARE PROVIDERS** - Qualified staff register child care providers; in the home setting and at School Age Centers in both Jefferson and Lewis Counties.
- **ARMY CHILD CARE IN YOUR NEIGHBORHOOD** - The objective of this project is to expand the availability of and access to affordable high-quality child care for Army families residing in communities identified by the installation around Fort Drum.

- **CHILD CARE FOOD PROGRAM FOR FAMILY DAY CARE PROVIDERS (CACFP)** – Includes training, technical assistance, and meal reimbursement to family day care providers interested in offering nutritious meals and snacks to children in their care.
- **CHILD DEVELOPMENT ASSOCIATES PROGRAM** – This program offers training to enrolled participants through a program of classroom instruction and practicum experience preparing them as candidates for CDA credential and employment in the childcare field.
- **Other programs include Informal Childcare Provider Assistance Program; a lending library/toybrary; extensive training for those interested in the field of child care; provision of family day care start up grants and health and safety items necessary for licensing; and a source of information, resources and technical assistance for employers interested in looking at options for employee child care services.**

Family Center – Sharon Bouchard - Department Director

Services include the strength based case management approach that recognizes the uniqueness of each and every family; information and referral; and home visits.

- **FAIR HOUSING OFFICE** - CAPC is designated as the Fair Housing Office for Jefferson County. We are the information and referral agency for persons with questions or complaints about housing or housing practices and landlord/tenant issues. We act as a clearinghouse to consider all allegations and complaints regarding housing discrimination and refer to appropriate authorities as necessary.
- **TAX COUNSELING** – Volunteer tax counselors trained in preparing taxes provide assistance in filing Federal and State income tax forms. Services are available at selected sites throughout tax season and through the CAPC offices throughout the year.
- **FOOD BANK** – The CAPC Food Bank coordinates a system of food donation and distribution to emergency food pantries throughout Jefferson County. It is housed at our warehouse on Morrison Street in the city of Watertown.
- **FOOD PANTRY** – Three day emergency food packages are distributed to those in need according to family size. Other food resources such as WIC, Food Stamps, and budgeting classes are referred to families and all are screened for other needs.
- **FAMILY DEVELOPMENT CREDENTIALING** – This course offers the opportunity for skill building in the field of family development through a program of class instruction, field advisement, practicum experience and portfolio development. Completion of the course prepares candidates for a Family Development Credential through New York State.

- **SUMMER FOOD SERVICE PROGRAM** – This service provides lunch and breakfast or snack for an average daily participation of 600 children at various sites throughout Jefferson County during the summer months when school meals are not available.
- **NUTRITION OUTREACH AND EDUCATION** – CAPC staff provide outreach and education assistance to enable eligible households to receive Food Stamp benefits and other Federal Feeding Programs, and to increase participation in the Summer Food Service Programs.
- **HOLIDAY PROGRAMS** – CAPC coordinates various holiday services with other agencies in the community such as the Angel Tree at the Mall; Kiwanis Party for children; Coats for Kids with the Elks Club and WalMart; food baskets with the Salvation Army; and more.
- **EMPLOYEE SERVICES ASSISTANCE PROGRAM** – Funded by the American Recovery and Reinvestment Act & Community Services Block Grant. Includes assistance for obtaining and maintaining employment with support services such as transportation, training, outreach centers throughout the county.
- **CASH FACTS** - A specialized curriculum program designed to inspire financial literacy education into our families' lives, so that they can possess the education to plan their future and set attainable goals. It is utilized as another resource to move out of poverty and toward self-sufficiency.

Housing and Energy Services – Ken Flint, Department Director

- **WEATHERIZATION** – Provides home weatherization services to households meeting financial eligibility. Services could include insulation, furnace repair or replacement and more to assist homeowners and renters to conserve energy and reduce energy costs.
- **RESTORE** – CAPC provides repairs to homes for persons over 60 years of age for emergency conditions that would impose immediate threat to the health and safety of the household. Services could include chimneys, hot water tanks, electrical wiring, structural repairs, roof repairs, furnace repairs or replacement, installation of new stairs or handicap ramp.
- **HOME** – Includes moderate rehabilitation services for owner occupied homes. Substandard housing units of very low and low-income families in Jefferson County can be upgraded to HUD Housing Quality Standards. Some of the rehabilitation services could include roofs, wiring, structural repairs and replacement of doors and windows.
- **EmPower** – This program provides cost effective electric reduction measures in homes such as bulb replacements and appliance replacements; as well as energy saving measures such as air sealing, insulation, and heating system service and repairs to low-income customers.

**COMMUNITY ACTION PLANNING COUNCIL
OF JEFFERSON COUNTY, INC.**

***FISCAL YEAR 2011 ANNUAL REPORT SUMMARY
OCTOBER 1, 2010 – SEPTEMBER 30, 2011***

CAPC MISSION:

**THE COMMUNITY ACTION PLANNING COUNCIL ASSISTS, SUPPORTS
AND EMPOWERS PEOPLE THROUGH DIVERSE PROGRAMS DESIGNED
TO ALLEVIATE POVERTY, PROMOTE SELF-SUFFICIENCY, AND
ADVANCE COMMUNITY PROSPERITY**

Community Action Network:

The Community Action Planning Council of Jefferson County, Inc. (CAPC) is a private non-profit, multi-service agency serving the citizens of Jefferson County since 1966. Through the coordination of a variety of funding sources, CAPC develops programs and services to meet local needs, including early childhood education, child care resources and referrals, housing and energy programs and a wide range of family services. The Community Action Planning Council is one of 54 Community Action Agencies in New York State and one of 1,100 nationwide. Community Action was born out of the Equal Opportunity Act of 1964, initiated by President John F. Kennedy and brought to fruition by President Lyndon B. Johnson.

All Community Action Agencies are founded on a common purpose: to support low-income families and individuals as they develop their abilities to be self-supporting and develop family/community relationships that will sustain self-reliance. Community Action recognizes that needs vary by community and agencies develop specialized services tailored to their home community. Ultimately, however, providing opportunities to move out of poverty is the framework upon which all Community Action Agencies are built.

Local Governance:

CAPC is governed by a Board of Directors comprised of 21 people who equally represent three sectors of the community:

- 1) the low-income sector (which could include recipients of community services)
- 2) the public sector (elected public officials or their appointees)
- 3) the private sector (representing business, education, medical, legal fields, etc)

The diverse mix of board members gives us a perspective which transcends any one income, educational, or social level. It is extremely important that we receive input from the people receiving services as an indicator of our performance in service delivery and outcomes.

- 33% were a High School Graduate or had GED
 - 11% had no health insurance of any kind, including Medicaid
 - 2% were receiving unemployment insurance
 - 5% reported no income at all
 - 9% were military families
 - 14% program participants were from Target Area I (Towns of Hounsfield, Watertown, Rutland, Henderson, Adams, Rodman, Worth, Ellisburg, and Lorraine)
 - 62% program participants were from Target Area II (City of Watertown)
 - 11% program participants were from Target Area III (Towns of Wilna and Champion)
 - 13% program participants were from Target Area IV (Towns of Brownville, Pamela, Leray, Philadelphia, Antwerp, Theresa, Orleans, Alexandria, Clayton, Cape Vincent, and Lyme)
 - 4% program participants were from Lewis and St. Lawrence Counties.
 - **42% of the families served were living at or below 100% of the HHS Poverty Guidelines, which are set at \$10, 890 for an individual and 22,350 for a family of four. Families cannot continue to survive like this.**
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Our statistics indicate that almost 2/3 of our clients reside in the City of Watertown. They tend to be young families with children. A good majority have a basic education. Almost half of our families are employed, yet are still struggling to pay their bills.

Finally, this indicates that we continue to serve the very low-income of our community, and that this population continues to grow.