

**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 7, 2011, 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**

**PRESENTATION**

2009-2010 City of Watertown Audit Review – Laurie Podvin

**Please bring Audit Report included in the February 14, 2011 Work Session Agenda**

**RESOLUTIONS**

- Resolution No. 1 - Authorizing Professional Services Agreement with Stearns and Wheler GHD
- Resolution No. 2 - Authorizing Staff to Amend Design of J.B. Wise Parking Lot Reconstruction and Negotiate Real Property Exchange
- Resolution No. 3 - Approving Change Order No. 1 to Professional Services Agreement for Interoperable Communications, Blue Wing Services, Inc.
- Resolution No. 4 - Authorizing Acceptance of Sidewalk Reconstruction Project, PIN 7805.29
- Resolution No. 5 - Authorizing Execution of a Cooperation Agreement with Jefferson County Pertaining to the HOME Program

Resolution No. 6 - Authorizing Submission of an Application for Small Cities  
Community Development Block Grant Funding

**ORDINANCES**

**LOCAL LAW**

**PUBLIC HEARING**

7:30 p.m. Local Law No. 1 of 2011 – Amending City Code of the  
City Of Watertown, §205, Noise

7:30 p.m. Small Cities Community Development Block Grant  
Funding Application

**OLD BUSINESS**

Laid Over Under the Rules – Ordinance Amending City Municipal Code §293-58,  
Schedule X, Stop Intersections

Laid Over Under the Rules – Ordinance Amending City Municipal Code §293,  
Vehicles and Traffic, Sterling Street

**STAFF REPORTS**

1. Quarterly Financial Report
2. Samaritan Medical Center – Senior Living Village – Purchase Offer
3. Water Service to Cahill Building
4. Signage Reference Sites

**NEW BUSINESS**

**EXECUTIVE SESSION**

**WORK SESSION**

**ADJOURNMENT**

**NEXT REGULARLY SCHEDULED CITY COUNCIL MEETING IS MONDAY,  
MARCH 21, 2011.**

Res No. 1

February 28, 2011

To: The Honorable Mayor and City Council  
From: Mary M. Corriveau, City Manager  
Subject: Approving Agreement with Stearns and Wheler, GHD

On November 2010, I shared with the City Council that the New York State Department of Environmental Conservation (NYSDEC) notified the City of their intent to modify the City's SPDES permit, which is the permit under which the City's Wastewater Treatment Plant operates. The proposed modifications to the permit were reviewed by Chief Wastewater Treatment Plant Operator Michael Sligar, City Engineer Kurt W. Hauk and myself. At my request, Mr. Sligar drafted the City's response to NYSDEC regarding the proposed modifications and they were submitted to the NYSDEC by the December 10<sup>th</sup> deadline.

As discussed during the January 18, 2011 City Council Meeting, the City has now received the final SPDES and incorporated in that permit is a requirement to develop, within eight (8) months, a draft engineering report, basis of design and preliminary plans for a disinfection system at the plant's outfall into the Black River. Mr. Sligar and Mr. Hauk recommend that we engage the services of Stearns and Wheler GHD to provide us with the services needed to meet this requirement. Staff has been working with Stearns and Wheler GHD regarding the State Pollution Discharge Elimination System (SPDES) Permit.

Attached for City Council consideration is an Agreement between the City and Stearns and Wheler GHD for engineering services to perform a Water Pollution Control Plant Disinfection Alternative Study to meet NYSDEC requirements. Under the terms of this Agreement, the City will pay \$15,000 for this analysis and report.

A resolution authorizing the City to enter into this Agreement with Stearns and Wheler GHD has been prepared for City Council consideration.

# RESOLUTION

Page 1 of 1

Authorizing Professional Services Agreement  
With Stearns and Wheler GHD

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***

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WHEREAS the New York State Department of Environmental Conservation (NYSDEC) has notified the City of Watertown that they issued a notice of intent to modify the City’s State Pollution Discharge Elimination System (SPDES) Permit, and

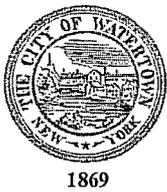
WHEREAS the proposed modifications to the permit were reviewed by Chief Wastewater Treatment Plant Operator Michael Sligar and City Engineer Kurt W. Hauk, and

WHEREAS the City must within eight (8) months develop and draft an engineer report, basis of design and preliminary plans for a disinfection systems at the plant’s outfall into the Black River, and

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby approves the professional services agreement with Stearns and Wheler GHD to prepare this report within the required timeframe, a copy of which is attached and made part of this resolution, and

BE IT FURTHER RESOLVED that City Manager, Mary M. Corriveau, is hereby authorized and directed to take any necessary steps to formalize acceptance of this Agreement by the City.

**Seconded by**



CITY OF WATERTOWN  
ENGINEERING DEPARTMENT  
MEMORANDUM

DATE: February 28, 2011

TO: Mary Corriveau, City Manager

FROM: Kurt W. Hauk, City Engineer

SUBJECT: Wastewater Treatment Plant Outfall Disinfection Study

Enclosed is the revised professional services agreement with Stearns and Wheler GHD for the performance of a basis of design of an outfall disinfection system at the Wastewater Treatment Plant. This is required under the new SPDES permit issued by the NYSDEC. The permit gives the City 8 months from February 1<sup>st</sup> to provide a basis of design for approval.

The Council was briefed about these developments and the time requirements at the meeting of 17 January 2011. A copy of the letter from that meeting is also enclosed.

The City Attorney has reviewed the agreement language and all necessary changes have been made.

The original agreements are on file in the Engineering Office and will be forwarded for signature should the agreement be approved.

Please prepare a resolution for City Council consideration.

cc: Jim Mills, City Comptroller  
Bob Cleaver, Purchasing Agent  
Mike Sligar, Chief Operator STP  
File



CITY OF WATERTOWN  
ENGINEERING DEPARTMENT  
MEMORANDUM

DATE: January 10, 2011

TO: Mary Corriveau, City Manager

FROM: Kurt W. Hauk, City Engineer

SUBJECT: Wastewater Treatment Plant Outfall Disinfection

As you are aware, the City has received the final modified State Pollution Discharge Elimination System (SPDES) permit. Incorporated in the new permit language is the requirement to have a Draft engineering report, basis of design and preliminary plans for a disinfection system of the plant outfalls within eight months of the effective date of the permit, 1 Feb 2011 for submittal to the NYSDEC.

In order to meet this requirement, the Engineering Department proposes and seeks authorization to enter into a professional services agreement with Stearns and Wheler GHD, also formerly known as Stearns and Wheler.

The engineers at Stearns and Wheler GHD are in a unique position to assist the City of Watertown since they have been involved with wastewater issues for the City since 1961 including:

1. The design and construction administration of the original facility in 1966 as well as the secondary treatment expansions in 1981 and 1989.
2. Design and construction of most of the original trunk sewers and CSO's within the City.
3. Development of the SUO and Pretreatment Program.
4. Most recently, they assisted the City by developing the Combined Sewer Flow Model by which the CSO Long Term Control Plan (LTCP) was developed and submitted to the NYSDEC.

Stearns and Wheler GHD is aware of the deadline imposed by the SPDES permit and is prepared to enter into a new agreement with the City for purposes of developing the Basis of Design for the required disinfection system within the required timeframe.

It is the recommendation of both the Chief Operator and me that we proceed accordingly.

cc: Jim Mills, City Comptroller  
Bob Cleaver, Purchasing Agent  
Mike Sligar, Chief Operator STP  
File



**AGREEMENT  
BETWEEN**

**CITY OF WATERTOWN, NY  
(OWNER)**

**AND**

**GHD**

**FOR  
SERVICES  
FOR**

**WATER POLLUTION CONTROL PLANT DISINFECTION ALTERNATIVE STUDY**

**GHD Reference Number 860903646**

**February 2011**



**GHD – USA**  
**Services Agreement**

**General Details:**

Project Name	Watertown Water Pollution Control Plant (WPCP) Disinfection Alternatives Study
The Project is <i>(brief project description)</i>	Evaluation and Report of the different types of disinfection systems which could be used at the WPCP.
"OWNER" and the "Client" means <i>(name, address, phone #)</i>	City of Watertown, NY, 245 Washington St., Watertown, NY 13601
OWNER's Designated Representative(s) is <i>(name, title phone/e-mail)</i>	Michael J. Sligar, Chief Operator
OWNER's Authorized Signer is <i>(name, title phone/e-mail)</i>	Mary Corriveau, City Manager
"GHD" means <i>(DBA, Office address)</i>	GHD Consulting Engineers, LLC One Remington Park Drive, Cazenovia, NY 13035
GHD's Designated Representative is	Tim Carpenter, P.E., Sr. Project Manager, 315-679-5833 timothy.carpenter@GHD.com
GHD's Authorized Signer is <i>(name, title, phone/e-mail for both)</i>	Gerald C. Hook, P.E., President, 315-679-5800 gerald.hook@GHD.com

**Services:**

Completion of Engineering Report on the evaluation of disinfection alternatives for the WPCP.  
as further defined in Exhibit A.

**Fees: (by Phase)**

\$15,000 Lump Sum  
as further defined in Exhibit A.

**Period of Service:**

Effective Date of this Agreement: February 21, 2011  
Engineering Report Phase through submission of the Draft Engineering Report will be completed within 90 Calendar days of authorization by owner, as further defined in Exhibit A.

**Additional Exhibits: (Please list all additional exhibits (if any) that are included in this Agreement)**

N/A



**GHD – USA**  
**Services Agreement**

Duly authorized representatives to execute this Agreement:

**On Behalf of GHD:**

<u>Gerald C. Hook</u> (Signature)	<u>Gerald C. Hook</u> (Print name)	<u>President</u> (Title)	<u>2/25/11</u> (Date)
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**On Behalf of OWNER:**

_____ (Signature)	_____ (Print name)	_____ (Title)	_____ (Date)
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**Additional Signatures, if required:**

_____ (Signature)	_____ (Print name)	_____ (Title)	_____ (Date)
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_____ (Signature)	_____ (Print name)	_____ (Title)	_____ (Date)
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# GHD – USA Services Agreement

## Services

1. The standard of care for any professional services performed or furnished by GHD under this Agreement will be the care and skill ordinarily used by members of the profession practicing under similar circumstances at the same time and in the same locality. GHD makes no warranties, express or implied, under this Agreement or otherwise, in connection with GHD's services.
2. Any questions in relation to the services being provided by GHD can be directed to the Job Manager.
3. Change of Scope. The scope of Services set forth in this Agreement is based on facts known at the time of execution of this Agreement. For some projects involving conceptual or process development services, scope may not be fully definable during initial phases. As the Project progresses, facts discovered may indicate that scope should be changed. GHD will promptly inform OWNER in writing of such situations, and if the facts discovered constitute a material change in project assumptions, the parties shall renegotiate the amended scope of this Agreement as necessary.

## Information and Documents

4. OWNER shall designate and advise GHD of a person to act as OWNER's Representative who has complete authority with respect to the services. OWNER shall do the following in a timely manner:
  - (a) Provide all criteria and full information as to OWNER's requirements for the Project;
  - (b) Assist GHD by providing all available information pertinent to the Project (e.g. previous reports), all of which GHD may use and rely upon in performing the services; GHD will not be obligated to verify the accuracy of Owner provided information unless verification is included in GHD's scope of work;
  - (c) Arrange for site and property access as required for GHD to perform the services;
  - (d) Give prompt written notice to GHD of any event that affects the scope or timing of GHD's services.

## Payment

5. Method of Payment. OWNER shall pay GHD the Fees as defined under the Exhibits.

Additionally, OWNER will pay for any additional approved services GHD undertakes, and any Liability, cost or expense GHD incurs, if:

- (a) The general approved scope, schedule, extent or character of Services is changed materially. In this event, the amount of compensation provided for herein shall be subject to equitable adjustment in accordance with paragraph 3, Change of Scope;
- (b) Any information OWNER (or OWNER's employees, agents or contractors) provides to GHD is not complete and accurate;

- (c) Part or all of the Services are delayed or suspended (other than as a result of GHD's breach of the Agreement);
  - (d) OWNER fails to pay an amount due under the Agreement; or
  - (e) OWNER ends the Agreement before GHD has completed the services.
6. GHD will submit monthly invoices for services rendered and payment will be made within 30 days of OWNER's receipt of such invoices. Interest at 1% per month will be charged on all past due amounts. When the Fees are on the basis of a lump sum, fixed fee, or a percentage of construction cost for the Project, GHD's invoices will be based upon GHD's estimate of the proportion of the services actually completed at the date of the invoice. If OWNER objects to any invoice submitted by GHD, OWNER shall so advise GHD in writing giving reasons therefore within fourteen (14) days of receipt of such invoice. If no such objection is made, the invoice will be considered acceptable by OWNER.

## Insurance

7. GHD shall maintain continuously during the life of this Agreement the following minimum insurance requirements:
  - (a) Workers' Compensation Insurance with statutory limits;
  - (b) Comprehensive General Liability Insurance with limits of not less than \$1,000,000 applicable to bodily injury, sickness, or death in any one occurrence or in the aggregate and not less than \$1,000,000 for loss of, or damage to, property in any one occurrence or in the aggregate;
  - (c) Automobile Liability Insurance covering all owned, non-owned, or hired vehicles used by GHD with limits of not less than \$1,000,000 applicable to bodily injury, sickness, or death of any one person per occurrence and \$1,000,000 for loss of or damage to property in any one occurrence;
  - (d) Professional Liability Insurance in the amount of \$1,000,000 covering claims, damages and Liability arising out of, or resulting from, GHD's professional negligence in performance of the services.
8. The policies under 7. (b) and 7. (c) above shall: (1) name OWNER as an Additional Insured; (2) be endorsed to be primary and non-contributory to any other insurance maintained by OWNER.
9. GHD will provide OWNER with satisfactory evidence of the above insurances upon request.



# GHD – USA Services Agreement

## Total Liability for Damages

10. (a) Notwithstanding any other provisions of this Agreement, but subject to clause 10(b) below, to the maximum extent permitted by law, the total aggregate Liability of GHD to OWNER and/or anyone claiming by, through, or under OWNER shall be limited to the amounts set out in clause 7 for the relevant insurance policy or, if no insurance is applicable, to \$1,000,000.
- (b) With respect to professional errors or omissions only, notwithstanding any other provision of this Agreement, to the maximum extent permitted by law, the total aggregate Liability of GHD to OWNER and/or anyone claiming by, through, or under OWNER, for all Liabilities arising out of, or resulting from the professional errors or omissions of GHD in the performance or non-performance of the services shall be limited to \$1,000,000, or the total Fees actually paid to GHD under this Agreement, whichever is greater.
- (c) Neither party to this Agreement shall be liable to the other for any indirect, special, incidental, punitive or consequential damages, including but not limited to loss of profits, arising in connection with the performance or non-performance of this Agreement.

## Intellectual Property

11. All Documents prepared or furnished by GHD are instruments of service in respect of the Project and are the property of the OWNER. GHD shall also retain an ownership and property interest therein whether or not the Project is completed. Any reuse by OWNER without specific written verification or adaptation by GHD for the specific purpose intended will be at OWNER's sole risk and without Liability or legal exposure to GHD, and OWNER shall indemnify and hold harmless GHD from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom.

## Confidentiality, documents and information

12. GHD agrees to keep confidential and not disclose to any person or entity, other than GHD's employees and subcontractors, without the prior written consent of OWNER (which consent shall not be unreasonably withheld, delayed, or conditioned), all data and Information not previously known to GHD and marked "CONFIDENTIAL" by OWNER and provided in the course of GHD's performance of the services. This provision shall not apply to data or Information which is in the public domain or which was acquired by GHD independently from third parties not under any obligation to OWNER to keep such data and Information confidential or which GHD is required to disclose under any law, rule, regulation, ordinance, code, standard, or court order.

## Termination

13. (a) The obligation to provide further services under this Agreement may be terminated by either party upon thirty days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. Upon such termination, OWNER shall pay to GHD all amounts owing to GHD under the Agreement, for all work which OWNER agrees was satisfactorily performed up to the effective date of termination.
- (b) This Agreement may be terminated for convenience by OWNER upon thirty days prior written notice to GHD. In the event of termination for convenience by OWNER, GHD shall be entitled to receive all amounts owing to GHD under the Agreement, for all work performed up to the effective date of termination, plus reasonable termination costs.

## Indemnification

14. To the maximum extent permitted by law, each party shall indemnify and hold harmless the other party, its appointed and elected officials, partners, officers, directors, employees, and agents; from and against any and all Liabilities arising from the negligent or wrongful acts, errors, or omissions, or breach of contract, by a party; but only to the extent of that party's relative degree of fault.
15. In furtherance of these obligations, and *only* with respect to OWNER, GHD waives any immunity it may have or limitation on the amount or type of damages imposed under any industrial insurance, worker's compensation, disability, employee benefit, or similar laws. GHD ACKNOWLEDGES THAT THIS WAIVER OF IMMUNITY WAS MUTUALLY NEGOTIATED.

## Dispute Resolution

16. Both parties agree in good faith to attempt to resolve amicably, without litigation, any dispute arising out of or relating to this Agreement or the work to be performed hereunder. In the event that any dispute cannot be resolved through direct discussions, the parties agree to endeavor to settle the dispute by mediation. Either party may make a written demand for mediation, which demand shall specify the facts of the dispute. The matter shall be submitted to a mediator mutually selected by the parties. The mediator shall hear the matter and provide an informal nonbinding opinion and advice in order to help resolve the dispute. The mediator's fee shall be shared equally by the parties. If the dispute is not resolved through mediation, the matter may be submitted to the judicial system, in the courts of general jurisdiction where the Project is located, in which event all litigation and collection expenses, witness fees, court costs and attorneys' fees shall be paid to the prevailing party.



# GHD – USA Services Agreement

## Independent Contractor

17. GHD shall act as an independent consultant and not as an agent or employee of OWNER, and will be solely responsible for the control and direct performance of the services provided by its employees and agents.

## Assignment

18. This Agreement may be assigned by either party with the prior written consent of the other party.

## Health and Safety

19. GHD shall only be responsible for the activities of its own employees and agents on the Project site with respect to safety.

## Compliance with Laws, Permits and Licenses

20. This Agreement shall be governed by the law of the state where the Project is located. GHD shall perform its Services in accordance with applicable laws, regulations, ordinances, permits, licenses, and other rules.

## Severability

21. The parties agree that, in the event one or more of the provisions of this Agreement should be declared void or illegal, the remaining provisions shall not be affected and shall continue in full force and effect.

## No Third-Party Beneficiaries

22. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or GHD to any third party. All duties and responsibilities undertaken under this Agreement shall be for the sole and exclusive benefit of Owner and GHD. There are no intended third-party beneficiaries. Notwithstanding the foregoing, should a court find a third party to be a beneficiary of this Agreement, it is the intent of the parties that the judicially created third-party beneficiary be bound by and subject to all of the terms and conditions of this Agreement.

## Notification Period

23. Any applicable Statute of Limitation shall be deemed to commence running on the date which the claimant knew, or should have known, of the facts giving rise to their claims, but in no event later than the date of the final invoice for GHD's services under this Agreement. To the maximum extent permitted by law, as a condition precedent to commencing a judicial proceeding, a party shall give written notice of their claims, including all amounts claimed, and the factual basis for their claims, to the other party within two (2) years of when the claimant knew, or should have known, of the facts giving rise to their claims, but in no event later than two (2) years from the date of GHD's final invoice for Services under this Agreement.

## Complete Agreement

24. This Agreement represents the entire understanding between the OWNER and GHD, and supersedes all prior negotiations, representations, understandings or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the parties hereto.

25. All notices or other written communications required under this Agreement shall be given personally upon delivery or by certified mail, return receipt requested, upon deposit in a U.S. Mail receptacle to the appropriate parties at the addresses shown on the signature page.

26. This Agreement applies to all services undertaken by GHD for Owner relative to this Project, including any services undertaken prior to the Effective Date hereof.

## Definitions

27. Unless the context otherwise requires, in the Agreement:

**"Additional Insured"** means that the interests of the client will be noted on the relevant policy, but does not mean that the client is an "Insured" under that policy.

**"Agreement"** means the agreement executed by the parties in connection with the services, including these terms and exhibits.

**"Designated Representative"** means specific individuals who act as Engineer's and Owner's representatives with respect to the services to be performed or furnished by Engineer and responsibilities of Owner under this Agreement. Such an individual shall have authority to transmit instructions, receive information, and render decisions relative to the Project on behalf of the respective party whom the individual represents.

**"Document"** or **"Documents"** includes a written or electronic document.

**"Fees"** means the amount set out in the agreement details including disbursements.

**"Information"** includes documents and information provided pertinent to the project.

**"Liability"** or **"Liabilities"** means any and all liabilities for actions (whether sounding in tort, contract (express or implied), warranty (express or implied), statutory liability, strict liability, or otherwise); claims (including, but not limited to, claims for bodily injury, death, property damage, (including bodily injury, death, or property damage to employees) or arising under environmental laws); and costs or damages of every nature without limitation (including, but not limited to, reasonable attorneys' fees and costs of defense).

**"Project"** means the project(s) that the services relate to.

**"Services"** means the services set out in the agreement details (or otherwise the services GHD undertakes).

**"OWNER"** means the person(s) set out in the agreement details (and if more than one person, "OWNER" means each of those persons severally and all of them jointly)



## Exhibit A City of Watertown WPCP Disinfection Alternative Study

### SCOPE OF WORK

ENGINEER and OWNER agree that the scope of work for this project consists of the engineering services described below:

1. ENGINEER will complete its evaluation of disinfection alternatives based on a design flow in accordance with paragraph 4 on page 14 of 20 of SPDES Permit NY 002 5984 dated 02/01/2011.
2. Coordinate testing of wastewater samples for UV transmittance with OWNER. ENGINEER will identify two vendors or laboratories capable of testing wastewater samples for UV transmittance, and will coordinate sampling protocols between the laboratories/vendors and the OWNER. OWNER shall collect samples and provide transportation to the laboratories/vendors.
3. ENGINEER will complete a preliminary hydraulic analysis and estimated cost evaluation of the viability to combine flows from Outfall 002 and Outfall 02A for conveyance to a single disinfection facility. Based on this analysis, ENGINEER will recommend to Owner the proposed use of a single disinfection facility or two separate disinfection facilities (of same technology).
4. Pre-screen four different disinfection alternatives for viability at the Watertown WPCP. The alternatives to be considered are:
  - a. Chlorine (both liquid and gas will be considered)
  - b. Sodium Hypochlorite
  - c. Ultraviolet Light
  - d. Ozone

The pre-screening process will include an evaluation of the applicability of each method to the design of wastewater flows and wastewater characteristics of the Watertown WPCP, general construction and operations costs, utility and chemical costs, risk analysis and system reliability. Prepare a letter report to the OWNER with the results of our pre-screening and recommend which of the four alternatives should be studied further. Meet with the OWNER at the WPCP to discuss the results of the pre-screening process.

5. Evaluate up to three disinfection processes for installation at the Watertown WPCP. The evaluation will include the following for each alternative considered:
  - a. Development of site plan sketches showing the approximate location of new facilities.
  - b. An initial evaluation of hydraulics to determine if piping or pumping modifications may be required.
  - c. Evaluation of the impact of currently used process chemicals such as ferric chloride on the disinfection process.
  - d. Estimation of power, water and chemical usage on an annual basis.
  - e. Expected response to high and low flow periods based on our past experience and published literature.
  - f. Response to high TSS, turbidity or other upset conditions based on our past experience and published literature.
  - g. Preparation of construction cost estimates.
  - h. Preparation of annual operations and maintenance costs.
  - i. Preparation of a 20-year present worth analysis.
  - j. Identification of specific risk factors.
  - k. Assessment of the risk to operators and regulatory compliance costs.



## Exhibit A City of Watertown WPCP Disinfection Alternative Study

6. Prepare a Draft Engineering Report to satisfy the requirements described in "SCHEDULE OF COMPLIANCE", item (a), on page 18 of 20 of SPDES Permit #NY 002 5984 (copy attached). The Draft Engineering Report will include the options evaluated for review with OWNER. ENGINEER will prepare the draft report and provide 10 copies to OWNER. ENGINEER will schedule and attend a review meeting with OWNER at the WPCP.
7. After review of the draft report, OWNER shall provide review comments and confirm selection of the recommended alternative.
8. ENGINEER shall revise the Draft Engineering Report to incorporate comments received from the OWNER. The Report shall include a proposed project schedule for design, construction and operation of the selected alternative.
9. ENGINEER shall respond to questions from NYSDEC as required for approval of the proposed disinfection alternative.

### **SPECIFIC EXCLUSIONS**

This contract is for the study phase of the project only, and does not include any effort for the design, bidding or construction administration of facilities. Effort for subsequent phases may be authorized in writing by OWNER separately, after receipt of a proposal for such services from ENGINEER.

### **SCHEDULE**

ENGINEER is prepared to start the work immediately and shall complete the Draft Engineering Report and submit to OWNER for review 90 days after signed authorization of this Engineering Agreement. The final report required by the NYSDEC can be supplied 14 days after receipt of comments on the draft report from OWNER.

### **PROJECT FEES**

ENGINEER proposes to complete the services described above for the lump sum fee of \$15,000, which will be billed monthly based on physical percent complete.

Attachment

## SCHEDULE OF COMPLIANCE

a) The permittee shall comply with the following schedule:

Outfall Numbers	Compliance Action	Due Date
002, 02A	Submit for approval a draft engineering report and plans on the design, construction, and operation of a new disinfection system to be installed, as a requirement of this permit modification. This report shall describe the alternative systems evaluated for the system, and provide details on the system to be installed, including the schedule for design, construction, and implementation. Once approved by the Department, these documents shall be enforceable under this permit.	EDP + 8 months

The above compliance actions are one time requirements. The permittee shall comply with the above compliance actions to the Department's satisfaction once. When this permit is administratively renewed by NYSDEC letter entitled "SPDES NOTICE/RENEWAL APPLICATION/PERMIT," the permittee is not required to repeat the submission(s) noted above. The above due dates are independent from the effective date of the permit stated in the letter of "SPDES NOTICE/RENEWAL APPLICATION/PERMIT."

- b) The permittee shall submit a written notice of compliance or non-compliance with each of the above schedule dates no later than 14 days following each elapsed date, unless conditions require more immediate notice as prescribed in 6 NYCRR Part 750-1.2(a) and 750-2. All such compliance or non-compliance notification shall be sent to the locations listed under the section of this permit entitled **RECORDING, REPORTING AND ADDITIONAL MONITORING REQUIREMENTS**. Each notice of non-compliance shall include the following information:
1. A short description of the non-compliance;
  2. A description of any actions taken or proposed by the permittee to comply with the elapsed schedule requirements without further delay and to limit environmental impact associated with the non-compliance;
  3. A description of any factors which tend to explain or mitigate the non-compliance; and
  4. An estimate of the date the permittee will comply with the elapsed schedule requirement and an assessment of the probability that the permittee will meet the next scheduled requirement on time.
- c) The permittee shall submit copies of any document required by the above schedule of compliance to NYSDEC Regional Water Engineer at the location listed under the section of this permit entitled **RECORDING, REPORTING AND ADDITIONAL MONITORING REQUIREMENTS** and to the Bureau of Water Permits, 625 Broadway, Albany, N.Y. 12233-3505, unless otherwise specified in this permit or in writing by the Department.

Res No. 2

March 2, 2011

To: The Honorable Mayor and City Council

From: Mary M. Corriveau, City Manager

Subject: Authorizing Staff to Amend Design of J.B. Wise  
Parking Lot Reconstruction and Negotiate Real  
Property Exchange

On October 4, 2010, the City Council approved the contract with submitted by Bat-Con, Inc., 4277 Slate Hill Road, Marcellus, New York, in the total amount of \$2,316,240 for the reconstruction of the J. B. Wise parking lot. This project design includes an entrance road from Public Square, north into the parking lot. In November 2010, Woodruff Professional Group, LLC asked that the City Council reconsider this entrance road and its design. On December 13, 2010, the City Council did a tour of the site and followed that up with a meeting to discuss the matter in City Council Chambers. At that time, Staff was asked to look at a redesign of the entrance into the lot to address the conflict areas highlighted by Woodruff Professional Group, LLC and accommodate increased handicapped parking. On February 7, 2011, Staff presented two alternative plans to the City Council for review.

On February 8, 2011, Kenneth Mix, Kurt Hauk and I met with the owners of Woodruff Professional Group, LLC to share with them the plans that had been shared with the City Council the evening before. On February 9, 2011, the owners sent the City Council a letter asking that the Council consider moving forward with Option 1, which they believe “adequately address our concerns over patient safety, and additionally provides the necessary medical transport zone with close access to the building”, a copy of this letter is attached.

The attached resolution has been drafted at the request of Council Member Joseph Butler. This resolution directs Staff to move forward with amending the design of the entrance road to conform with Option 1 presented to the City Council. It additionally instructs staff to move forward with negotiating a real property exchange to accommodate this redesign.

# RESOLUTION

Page 1 of 1

Authorizing Staff to Amend Design of J.B. Wise Parking Lot Reconstruction and Negotiate Real Property Exchange

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 on October 4, 2010, the City Council approved the contract with submitted by Bat-Con, Inc., 4277 Slate Hill Road, Marcellus, New York, in the total amount of \$2,316,240 for the reconstruction of the J. B. Wise parking lot, and

WHEREAS this project includes an entrance road from Public Square, north into the parking lot, and

WHEREAS in November 2010, Woodruff Professional Group, LLC asked that the City Council reconsider this entrance road and its design, and

WHEREAS on December 13, 2010, after a tour of the site, the City Council asked Staff to look at a redesign of the entrance into the lot to address the conflict areas highlighted by Woodruff Professional Group, LLC and accommodate increased handicapped parking, and

WHEREAS the City Engineering Department has presented redesign plans for the City Council's consideration,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby instructs Staff to move forward with amending the design of the entrance road to conform with Option 1, a copy of which is attached and made a part of this resolution, and

BE IT FURTHER RESOLVED that Staff is instructed to move forward with negotiating a real property exchange with the owners of Woodruff Professional Group, LLC to accommodate this redesign.

### **Seconded by**

WOODRUFF PROFESSIONAL GROUP, LLC  
53-59 PUBLIC SQUARE  
WATERTOWN, NEW YORK 13601  
(315)782-8653

February 9, 2011



Hon. Jeffrey E. Graham  
And Watertown City Council  
245 Washington Street  
Watertown, New York 13601

Re: J.B. Wise Access Drive

Dear Mayor and Members of the City Council:

This letter follows a face-to-face meeting with City representatives held on February 8, 2011. The purpose of the meeting was to discuss alternative Public Square entrances to the J.B. Wise parking lot following our objections to the original plan.

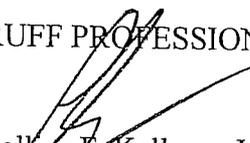
During the meeting we were pleased to review a plan identified as Option 1. This alternative plan, in our view, adequately addresses our concerns over patient safety, and additionally provides the necessary medical transport zone with close access to the building. Therefore, if it is possible to exchange the real property necessary to accommodate Option 1, we ask that you give it favorable consideration.

Thank you for your time and attention to this matter.

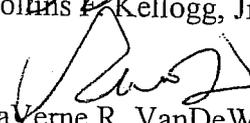
Very truly yours,

WOODRUFF PROFESSIONAL GROUP, LLC

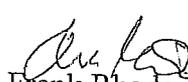
By:

  
Collins E. Kellogg, Jr., M.D.

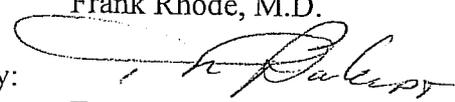
By:

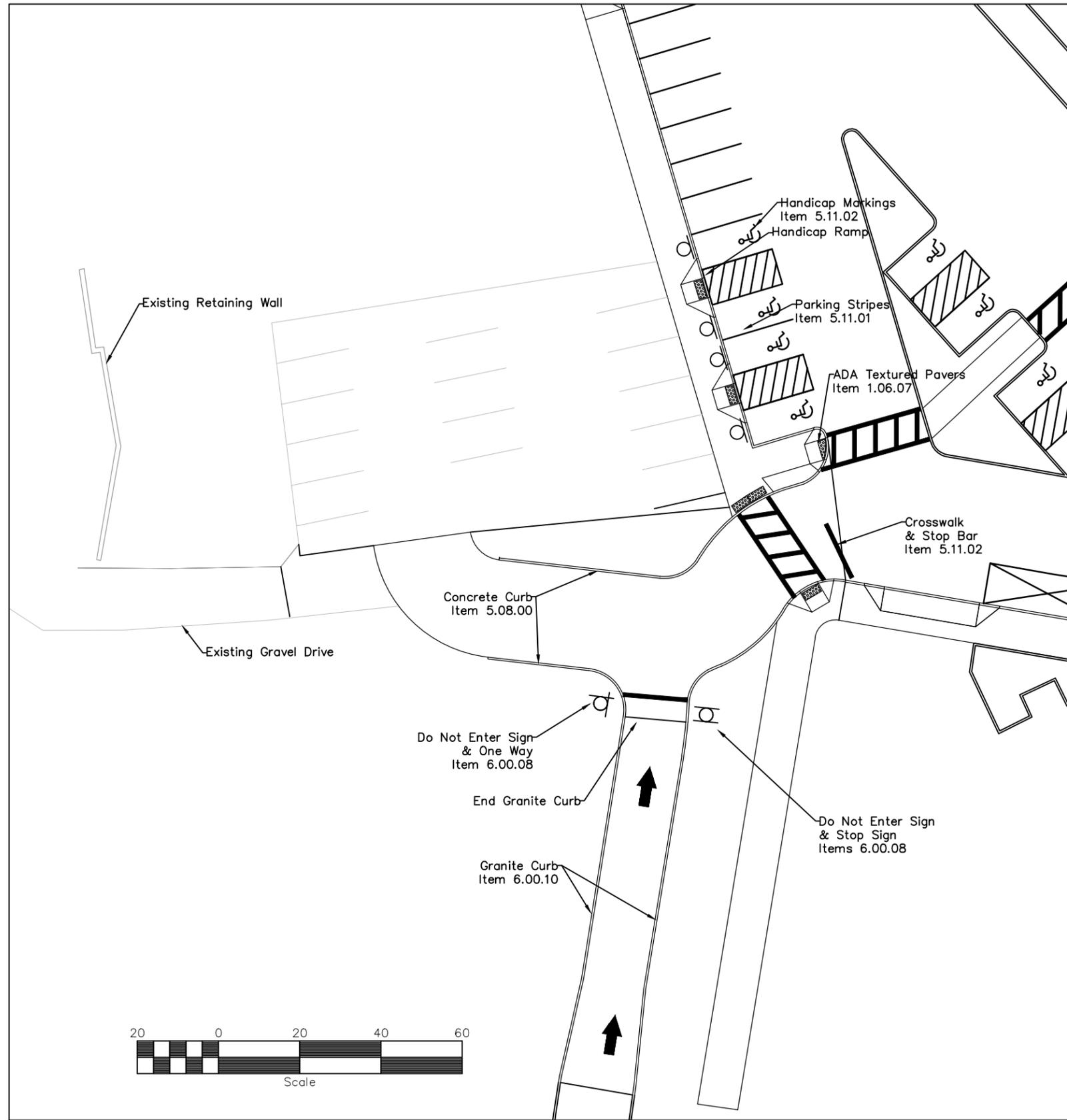
  
LaVerne R. VanDeWall, D.O.

By:

  
Frank Rhode, M.D.

By:

  
T. Andrew Barber, P.T.



Contract Drive Cost Analysis					
Item	Description	Pay Unit	Qty.	Unit Price	Cost
10604 10606	Concrete Sidewalk	SF	2394	\$8.00	\$19,152.00
10607	ADA Textured Pavers	SF	48	\$40.00	\$1,920.00
50001	Excavation and Foundation Material	CY	168	\$34.00	\$5,712.00
50500	Preparing Fine Grade	SY	503	\$1.00	\$503.00
50800	Concrete Curbing	LF	329	\$19.00	\$6,251.00
51003	Asphalt Binder Course	Ton	85	\$78.00	\$6,630.00
51007	Ashphalt Top Course	Ton	43	\$82.00	\$3,526.00
51101	Pavement Delineation	LF	335	\$1.00	\$335.00
51102	Pavement Markings	EA	21	\$150.00	\$3,150.00
60008	Street Signs and Posts	EA	8	\$190.00	\$1,520.00
60010	Granite Curbing	LF	184	\$30.00	\$5,520.00
				Total	\$54,219.00

DESIGNED BY: Justin	REVISIONS:
DRAWN BY: Rich	
DATE: 1/18/11	
SCALE: As Noted	
CHECKED BY: NAME	
APPROVED BY: NAME	
PROJECT NAME: JB Wise	
PROJECT NUMBER: PV-##-2006	
*.DWG	

WARNING: It is a violation of Section 7209, Subdivision 2, of the New York State Education Law for any person other than a Licensed Professional Engineer to alter this map.

**CITY OF WATERTOWN  
ENGINEERING DEPARTMENT**

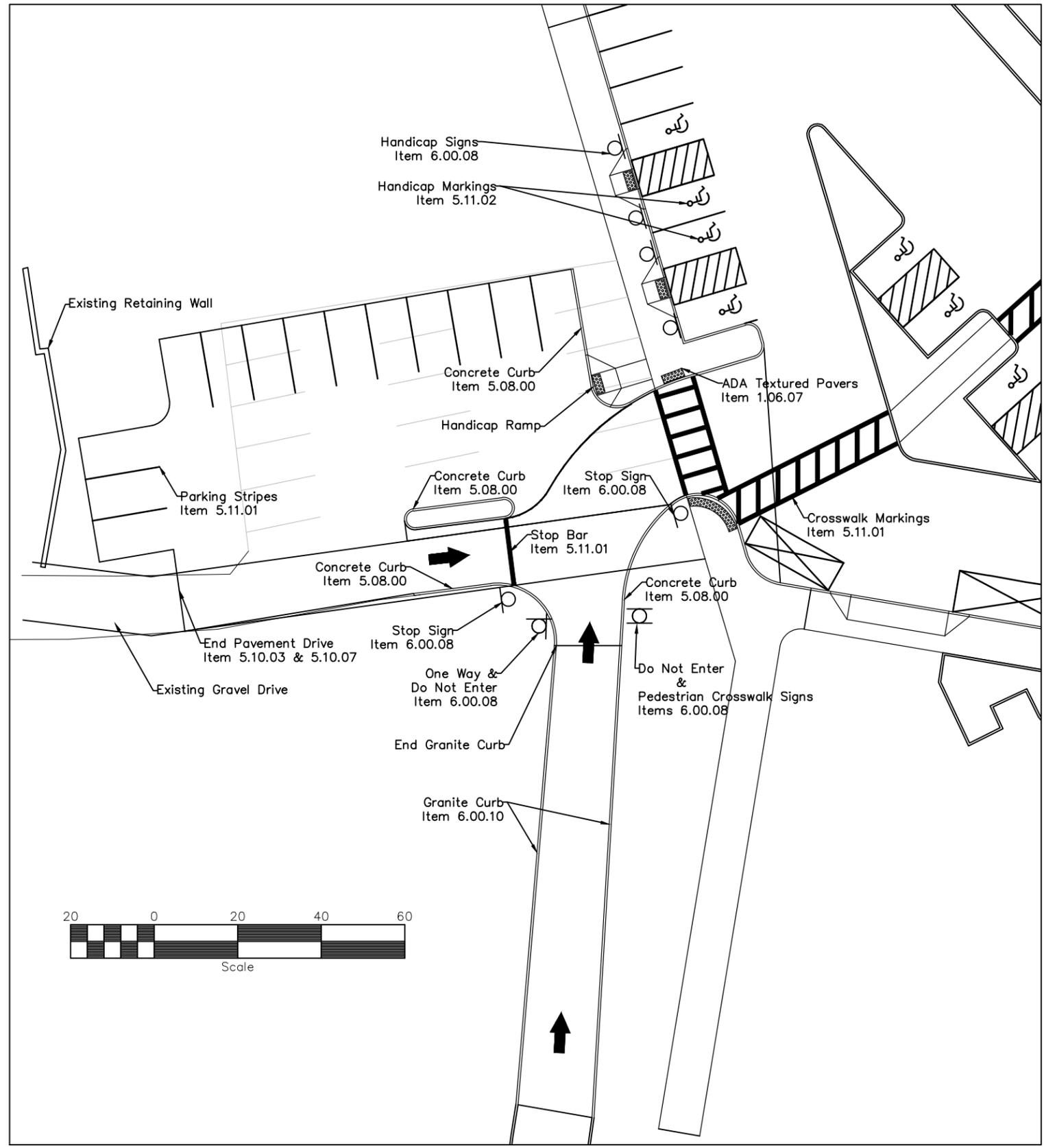
MUNICIPAL BUILDING, ROOM 305  
245 WASHINGTON STREET  
WATERTOWN, NEW YORK 13601

PHONE: 315-785-7740  
FAX: 315-785-7829

PLAN VIEW  
& TABLE

JB Wise Drive  
Contract  
Cost Analysis

SHEET NO.
<b>1</b>
SHEET 1 OF 1



## Option 1 Cost Analysis

Item	Description	Pay Unit	Qty.	Unit Price	Cost
10604	Concrete Sidewalk	SF	2750	\$8.00	\$22,000.00
10606	Concrete Sidewalk	SF	2750	\$8.00	\$22,000.00
10607	ADA Textured Pavers	SF	60	\$40.00	\$2,400.00
50001	Excavation and Foundation Material	CY	419	\$34.00	\$14,246.00
50500	Preparing Fine Grade	SY	1256	\$1.00	\$1,256.00
50800	Concrete Curbing	LF	359	\$19.00	\$6,821.00
51003	Asphalt Binder Course	Ton	212	\$78.00	\$16,536.00
51007	Ashphalt Top Course	Ton	106	\$82.00	\$8,692.00
51101	Pavement Delineation	LF	528	\$1.00	\$528.00
51102	Pavement Markings	EA	23	\$150.00	\$3,450.00
60008	Street Signs and Posts	EA	10	\$190.00	\$1,900.00
60010	Granite Curbing	LF	223	\$30.00	\$6,690.00
				Total	\$84,519.00

Net Change Order	\$30,300.00
------------------	-------------

Area of Taking = 711 SF

DESIGNED BY: Justin	REVISIONS:
DRAWN BY: Rich	
DATE: 1/18/11	
SCALE: As Noted	
CHECKED BY: NAME	
APPROVED BY: NAME	
PROJECT NAME: JB Wise	
PROJECT NUMBER: PV-##-2006	
*.DWG	

WARNING: It is a violation of Section 7209, Subdivision 2, of the New York State Education Law for any person other than a Licensed Professional Engineer to alter this map.

**CITY OF WATERTOWN**  
**ENGINEERING DEPARTMENT**

MUNICIPAL BUILDING, ROOM 305  
245 WASHINGTON STREET  
WATERTOWN, NEW YORK 13601

PHONE: 315-785-7740  
FAX: 315-785-7829

PLAN VIEW  
& TABLE

**JB Wise Drive**  
**Option 1**  
**Cost Analysis**

SHEET NO.	1
SHEET 1 OF 1	

Res No. 3

March 2, 2011

To: The Honorable Mayor and City Council

From: Mary M. Corriveau, City Manager

Subject: Approving Change Order No. 1 to Professional Services Agreement, Interoperable Communications Study, Blue Wing Services, Inc.

On August 16, 2010, the City Council accepted a bid submitted by Blue Wing Services, Inc. of St. Paul Minnesota, for the preparation of an Interoperable Communications study in the amount of \$85,940. A Public Safety Interoperable Communications (PSIC) Working Team has been formed, with the following individuals representing their respective organizations:

Joseph Goss, Police Chief	Timothy Dowe, Undersheriff
Dale Herman, Fire Chief	Joseph Plummer, Fire and EMO
Matthew Timmerman, Battalion Fire Chief	Fred Lampman, Fire and EMO

Fire Chief Dale C. Herman, on behalf of the Working Team, has submitted Change Order No. 1 to this contract in an amount not to exceed \$14,000. The attached letter Agreement from City Engineer Kurt W. Hauk details the expanded scope to be covered under this Change Order. Funding to cover this Change Order is supported through the grants received and matching funds budgeted from the City and County.

The Working Team is recommending that the City Council of the City of Watertown approve the Change Order No. 1 to the Agreement for Professional Services with Blue Wing Service, Inc. in an amount not to exceed \$14,000. A resolution approving Change Order No. 1 to the Professional Services Agreement with Blue Wing Services, Inc. has been prepared for City Council consideration.

# RESOLUTION

Page 1 of 1

Approving Change Order No. 1 to Professional Services Agreement for Interoperable Communications, Blue Wing Services, 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 on August 16, 2010 the City Council of the City of Watertown approved a bid submitted by Blue Wing Services, Inc. of St. Paul Minnesota, in the amount of \$85,940 for an interoperable communications study, and

WHEREAS Fire Chief Dale C. Herman has submitted the Change Order No. 1 to that contract for consideration by the City Council, and

WHEREAS Change Order No. 1 results in an additional charge of up to \$14,000, bringing the contract amount to \$99,940,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown approves Change Order No. 1 to the contract with Blue Wing Services Inc., for an interoperable communications study, in an amount up to \$14,000, a copy of which is attached and made a part of this resolution, and

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

**Seconded by**



CITY OF WATERTOWN, NEW YORK

FIRE DEPARTMENT  
224 South Massey Street  
Watertown, New York 13601  
(315) 785-7800  
Fax: (315) 785-7821  
Dale C. Herman, Fire Chief  
dherman@watertown-ny.gov



March 2, 2011

Mrs. Mary Corriveau  
City Manager  
City of Watertown  
245 Washington Street  
Watertown, New York 13601

Dear Mary:

Attached is a copy of Amendment #1 dated March 2, 2011, for Professional Services Agreement from Blue Wing Services Inc. The amendment outlines their services to formulate, create and evaluate a Request For Proposal (RFP) to procure radio system equipment for the City of Watertown and Jefferson County through existing PSIC and Stone Garden Grants.

These services are needed, as neither the City nor the County have staff knowledgeable in the field of radio communication to develop such an RFP in house.

Blue Wing has outlined their time schedule to have an RFP ready for distribution by the end of March 2011, and a review and recommendations of submittals by the end of April.

Blue Wing will do the work on an hourly rate basis not to exceed \$14,000. The original agreement between the City and Blue Wing is dated August 30, 2010, for a cost not to exceed \$85,940. All costs associated with this work will be applied to the PSIC Grant.

City Engineer Kurt Hauk and City Attorney Robert Slye are currently reviewing the proposal at the time of this request.

If you need any further information, please feel free to contact me.

Truly yours,

CITY OF WATERTOWN FIRE DEPARTMENT

*Dale C. Herman*  
Dale C. Herman

DCH:cdb  
Attachment  
Cc: Kurt Hauk, City Engineer



## **CITY OF WATERTOWN, NEW YORK**

DEPARTMENT OF ENGINEERING

Room 305, City Hall  
245 Washington Street  
Watertown, New York 13601

Tel. (315) 785-7740  
Fax (315) 785-7829

March 2, 2011

Blue Wing Services Inc.  
ATTN: Mark Hoppe  
PO Box 16318  
St. Paul, Minnesota 55116

Dear Mr. Hoppe,

This letter constitutes an expansion to the scope of services of the agreement between the City of Watertown and Blue Wing Services Inc. dated August 30<sup>th</sup>, 2010. The agreement is commonly known as the Interoperable Communications Study. The basis of this letter is taken from the March 2, 2011 proposal submitted by Blue Wing. The items that are outlined in this letter will serve as Amendment #1 to the Interoperable Communications Study Agreement.

### **Expanded Scope:**

The expanded scope of services now includes the creation of an RFP to be sent to communication system suppliers for the procurement of system equipment for the City of Watertown and Jefferson County using PSIC and Stone Garden Grant funds. The RFP will include schematics, plans, specifications and estimates as required to complete the project. Blue Wing will ensure that all proposals meet the requirements of the PSIC and Stone Garden Grants in order to be considered for an award.

### **Schedule:**

The Proposal will be developed during the month of March 2011, and ready for distribution by March 31<sup>st</sup>. Responses will be submitted by April 22, 2011. Blue Wing will review all of the submitted proposals and make an award recommendation by April 30, 2011.

### **Rates and Cost:**

Blue Wing agrees to complete this additional scope of services for the not to exceed cost of \$14,000. Costs will be billed monthly on a time and materials basis, and a summary of costs will be provided with each invoice. Hourly Rates will be billed as follows:

Principal Consultant (BW-PC):            \$135

Senior Consultant (BW-SC):	\$125
Consultant (BW-C)	\$115
Administrator (BW-PA)	\$80

**Misc:**

All other terms and conditions included in the original Interoperable Communications Study remain in full force. The Blue Wing proposal for the expanded scope of services is enclosed

Sincerely,

Kurt W. Hauk P.E.  
City Engineer

Encl.

Accepted By:

Date:

\_\_\_\_\_  
Mark Hoppe

Res No. 4

March 2, 2011

To: The Honorable Mayor and City Council

From: Mary M. Corriveau, City Manager

Subject: Authorizing Acceptance of Sidewalk  
Reconstruction Project, PIN 7805.29

The New York State Department of Transportation (NYSDOT), Region 7 has notified the City of Watertown that they are prepared to reconstruct sidewalks along State roads in the city that are in need of repair and/or replacement, along with the installation of ADA compliant ramps. NYSDOT's contract will be let on March 17, 2011 and work will be completed during the upcoming construction season. Sidewalks to be repaired and/or replaced in the city are on Arsenal Street, Bradley Street and Eastern Boulevard. A detailed list of the areas is attached for City Council's review.

This project has been discussed extensively between our Engineering Department and the New York State Regional Utilities Engineer and the Acting Regional Director to ensure that the concrete mix used is acceptable, as well as the placement procedures. City Engineer Kurt Hauk is recommending approval of the attached resolution to allow the work to be completed.

# RESOLUTION

Page 1 of 1

Authorizing Acceptance of Sidewalk Reconstruction Project, PIN 7805.29

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 New York State Department of Transportation proposes the Reconstruction of Sidewalk within the City of Watertown, PIN 7805.29 (ADA Accessibility Improvements), and

WHEREAS the State will include as part of the construction, reconstruction, or improvements of the above mentioned project the construction of sidewalks, pursuant to Section 349-c Cities of the New York State Highway Law, and

WHEREAS the State will provide for the construction of the above mentioned work, as shown on the contract documents relating to the project,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown hereby approves the construction of sidewalks and the above mentioned work performed on the project and shown on the attached contract documents relating to the project and that the City of Watertown will maintain or cause to be maintained the relocated, reconstructed and/or constructed sidewalks performed as above stated and as shown on the contract documents, including the control of snow and ice, and

BE IT FURTHER RESOLVED that the City Manager is hereby directed to transmit four (4) certified copies of the foregoing resolution to: New York State Department of Transportation, 317 Washington Street, Watertown, NY 13601, Attn: Brian Baxter, and

BE IT FURTHER RESOLVED that City Manager, Mary M. Corriveau, is hereby authorized and directed to take any necessary steps to formalize acceptance of the project by the City.

### **Seconded by**

**WATERTOWN - RTE 3 ARSENAL ST**  
**REF MRK 3 7302 2002 - REF MRK 3 7302 2016**

ROAD	FROM DESCRIPTION	TO DESCRIPTION	SIDE	DESCRIPTION
<b>NY RTE 3 - TRAVELING EAST</b>				
ARSENAL ST	HANEY ST INT		RT	REPLACE NON COMPLIANT RAMP
ARSENAL ST	ALDI COMMERCIAL DR		RT	REPLACE NON COMPLIANT RAMPS
ARSENAL ST	PLAZA ENTRANCE		RT	REPLACE NON COMPLIANT RAMPS
ARSENAL ST	ALDI COMMERCIAL DR	COLEMAN AVE	RT	REPLACE NON COMPLIANT
ARSENAL ST	COLEMAN AVE	CASEY ST	RT	REPLACE NON COMPLIANT SIDEWALK INCLUDING THROUGH
ARSENAL ST	CASEY ST INT		RT	REPLACE NON COMPLIANT RAMPS
ARSENAL ST	DUFFY ST INT		RT	REPLACE NON COMPLIANT RAMPS
ARSENAL ST	DUFFY ST	DORSEY ST	RT	REPLACE NON COMPLIANT
ARSENAL ST	DORSEY ST INT		RT	REPLACE NON COMPLIANT RAMPS
ARSENAL ST	DORSEY ST	S BELLEW AVE	RT	REPLACE NON COMPLIANT SIDEWALK
ARSENAL ST	S BELLEW AVE INT		RT	REPLACE NON COMPLIANT RAMP
ARSENAL ST	S BELLEW AVE	SMITH ST	RT	REPLACE NON COMPLIANT
ARSENAL ST	SMITH ST INT		RT	REPLACE NON COMPLIANT RAMPS AND CURB
ARSENAL ST	WILLOW ST INT		RT	REPLACE NON COMPLIANT RAMPS
ARSENAL ST	WILLOW ST	SAND ST	RT	REPLACE NON COMPLIANT
ARSENAL ST	SAND ST INT		RT	REPLACE NON COMPLIANT RAMPS
ARSENAL ST	SAND ST	ARSENAL ST BRIDGE	RT	REPLACE NON COMPLIANT
ARSENAL ST	ARSENAL ST BRIDGE	1ST DRIVEWAY	RT	REPLACE NON COMPLIANT
ARSENAL ST	ARSENAL ST BRIDGE	S MEADOW ST	RT	REPLACE NON COMPLIANT
ARSENAL ST	S MEADOW ST	S ORCHARD ST	RT	REPLACE NON COMPLIANT SIDEWALK THROUGH DRIVEWAYS
ARSENAL ST	S ORCHARD ST INT		RT	REPLACE NON COMPLIANT RAMPS
ARSENAL ST	S ORCHARD ST	S MASSEY ST	RT	REPLACE NON COMPLIANT SIDEWALK THROUGH DRIVEWAYS
ARSENAL ST	S MASSEY INT		RT	REPLACE NON COMPLIANT RAMP AND CURB

**WATERTOWN - RTE 3 ARSENAL ST**  
**REF MRK 3 7302 2002 - REF MRK 3 7302 2016**

ROAD	FROM DESCRIPTION	TO DESCRIPTION	SIDE	DESCRIPTION
<b>NY RTE 3 - TRAVELING WEST</b>				
ARSENAL ST	S MASSEY INT		RT	REPLACE NON COMPLIANT RAMP AND CURB
ARSENAL ST	S MASSEY	N. ORCHARD ST	RT	REPLACE NON COMPLIANT SIDEWALK INCLUDING THROUGH
ARSENAL ST	N. ORCHARD ST INT		RT	REPLACE NON COMPLIANT RAMPS
ARSENAL ST	N. ORCHARD ST	N. MEADOW ST	RT	REPLACE NON COMPLIANT SIDEWALK INCLUDING THROUGH
ARSENAL ST	N. MEADOW ST INT		RT	REPLACE NON COMPLIANT RAMPS AND CURB
ARSENAL ST	N. MEADOW ST	SCIO ST	RT	REPLACE NON COMPLIANT
ARSENAL ST	SCIO ST INT		RT	REPLACE NON COMPLIANT RAMPS
ARSENAL ST	SCIO ST	ARSENAL ST BRIDGE	RT	REPLACE NON COMPLIANT
ARSENAL ST	ARSENAL ST BRIDGE	BREEN AVE	RT	REPLACE NON COMPLIANT
ARSENAL ST	BOON ST INT		RT	REPLACE NON COMPLIANT RAMPS
ARSENAL ST	BOON ST	BELLOW AVE	RT	REPLACE NON COMPLIANT SIDEWALK THROUGH DRIVEWAYS
ARSENAL ST	BELLOW AVE INT		RT	REPLACE NON COMPLIANT RAMP
ARSENAL ST	BELLOW AVE	PALMER ST	RT	REPLACE NON COMPLIANT SIDEWALK THROUGH DRIVEWAYS
ARSENAL ST	PALMER ST INT		RT	REPLACE NON COMPLIANT RAMPS
ARSENAL ST	PALMER ST	MEDICAL ENTRANCE	RT	REPLACE NON COMPLIANT SIDEWALK IN FRONT OF OLD CAR
ARSENAL ST	MEDICAL ENTRANCE		RT	REPLACE NON COMPLIANT RAMPS
ARSENAL ST	COMMERCE PARK DR		RT	REPLACE NON COMPLIANT RAMPS AND CURB

**WATERTOWN - RTE 12 BRADLEY ST**  
**REF MRK 12 7306 2027 - REF MRK 12 7306 2036**

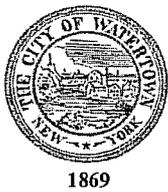
ROAD	FROM DESCRIPTION	TO DESCRIPTION	SIDE	DESCRIPTION
<b>NY RTE 12 - TRAVELING EAST</b>				
BRADLEY ST	BRADLEY ST AND W MAIN ST INTERSECTION		RT	REPLACE NON COMPLIANT RAMP
BRADLEY ST	W MAIN ST	WAITE AVE	RT	REPLACE SECTIONS OF NON COMPLIANT SIDEWALK INCLUDING THROUGH DRIVEWAY
BRADLEY ST	WAITE AVE INTERSECTION		RT	REPLACE NON COMPLIANT RAMPS
BRADLEY ST	WAITE AVE	BINSSE ST	RT	REPLACE SECTIONS OF NON COMPLIANT SIDEWALK INCLUDING THROUGH DRIVEWAY
BRADLEY ST	BINSSE ST INTERSECTION		RT	REPLACE NON COMPLIANT RAMPS
BRADLEY ST	BINSSE ST	BURDICK ST	RT	REPLACE SECTIONS OF NON COMPLIANT SIDEWALK INCLUDING THROUGH DRIVEWAY
BRADLEY ST	BURDICK ST INTERSECTION		RT	REPLACE NON COMPLIANT RAMPS
BRADLEY ST	BURDICK ST	SUNOCO DRIVEWAY	RT	REPLACE NON COMPLIANT
	SUNOCO DRIVEWAY ENTRANCE		RT	REPLACE NON COMPLIANT SIDEWALK BLOCKS THROUGH
BRADLEY ST	MERILINE AVE INTERSECTION		RT	REPLACE NON COMPLIANT RAMPS
BRADLEY ST	MERILINE AVE	ALEXANDRIA AVE	RT	REPLACE SECTIONS OF NON COMPLIANT SIDEWALK INCLUDING THROUGH DRIVEWAY AND REMOVE SOD
BRADLEY ST	ALEXANDRIA AVE		RT	REPLACE NON COMPLIANT RAMPS
BRADLEY ST	ALEXANDRIA AVE	BRIDGE APPROACH	RT	REPLACE NON COMPLIANT
	BRIDGE APPROACH	DRIVEWAY ENTRANCE	RT	REPLACE NON COMPLIANT
	RENZI DRIVEWAY ENTRANCE	HAZELHURST AVE		REPLACE NON COMPLIANT SIDEWALK INCLUDING THROUGH
BRADLEY ST	HAZELHURST AVE INTERSECTION		RT	REPLACE NON COMPLIANT RAMPS
BRADLEY ST	HAZELHURST AVE	HILLCREST AVE	RT	REPLACE SECTIONS OF NON COMPLIANT SIDEWALK BLOCKS
BRADLEY ST	HILLCREST AVE INTERSECTION		RT	REPLACE NON COMPLIANT RAMPS
BRADLEY ST	HILLCREST AVE	PAMELIA AVE	RT	REPLACE NON COMPLIANT SIDEWALK BLOCKS THROUGH
BRADLEY ST	PAMELIA AVE INTERSECTION		RT	REPLACE NON COMPLIANT RAMPS
BRADLEY ST	PAMELIA AVE	END OF EXISTING SIDEWALK	RT	REPLACE NON COMPLIANT SIDEWALK THROUGH DRIVEWAY

**WATERTOWN - RTE 12 BRADLEY ST**  
**REF MRK 12 7306 2027 - REF MRK 12 7306 2036**

ROAD	FROM DESCRIPTION	TO DESCRIPTION	SIDE	DESCRIPTION
<b>NY RTE 12 - TRAVELING WEST</b>				
BRADLEY ST	BEGINNING OF SIDEWALK	END OF CEMETERY	RT	REPLACE NON COMPLIANT SIDEWALK & REMOVE SOD
	END OF CEMETERY	SUPERIOR ST		REPLACE NON COMPLIANT SIDEWALK INCLUDING THROUGH
BRADLEY ST	SUPERIOR ST INTERSECTION		RT	REPLACE NON COMPLIANT RAMPS
BRADLEY ST	SUPERIOR ST	W MAIN ST	RT	REPLACE NON COMPLIANT SIDEWALK INCLUDING THROUGH
BRADLEY ST	W MAIN ST INTERSECTION		RT	

**WATERTOWN - RTE 3 EASTERN BLVD**  
**REF MRK 3 7302 2033 - REF MRK 3 7302 2037**

ROAD	FROM DESCRIPTION	TO DESCRIPTION	SIDE	DESCRIPTION
<b>NY RTE 3 - TRAVELING EAST</b>				
EASTERN BLVD	STATE ST INT		RT	REPLACE NON COMPLIANT RAMP
EASTERN BLVD	PLAZA ENTRANCE		RT	REPLACE NON COMPLIANT RAMPS
EASTERN BLVD	PLAZA ENTRANCE		RT	REPLACE NON COMPLIANT RAMPS
EASTERN BLVD	OHIO ST INT		RT	REPLACE NON COMPLIANT RAMPS
<b>NY RTE 3 - TRAVELING WEST</b>				
EASTERN BLVD	OHIO ST INT		RT	REPLACE NON COMPLIANT RAMPS
EASTERN BLVD	OHIO ST	COLUMBIA ST	RT	REPLACE NON COMPLIANT SIDEWALK INCLUDING THROUGH
EASTERN BLVD	COLUMBIA ST INT		RT	REPLACE NON COMPLIANT RAMPS
EASTERN BLVD	COLUMBIA ST	STATE ST	RT	REPLACE NON COMPLIANT SIDEWALK INCLUDING THROUGH
EASTERN BLVD	STATE ST INT		RT	REPLACE NON COMPLIANT RAMP



CITY OF WATERTOWN  
ENGINEERING DEPARTMENT  
MEMORANDUM

DATE: 25 February, 2011

TO: Mary Corriveau, City Manager

FROM: Kurt Hauk, City Engineer

SUBJECT: NYSDOT ADA Accessibility Improvements, PIN 7805.29

The NYSDOT has developed a project to repair sidewalks at various locations across region 7 during the 2011 construction season. It includes repairs to sidewalks on Arsenal Street, Bradley Street and Eastern Blvd. The scope includes the replacement of non-compliant ADA ramps and non-compliant sidewalk blocks. Tables listing the proposed locations are enclosed.

Enclosed is a resolution for the Council stating that the City approves of the work and that it will maintain or cause to be maintained the sidewalks included in this project upon completion of the work.

We have had extensive discussions with the Regional Utilities Engineer and also the Acting Regional Director concerning this work. We have received assurances from them concerning the concrete mix to be used and also the placement procedures. The Engineering Department recommends approval of the resolution to allow the work to be done.

Please submit the resolution for City Council consideration for the sidewalk improvements on Arsenal Street, Bradley Street and Eastern Blvd.

Res No. 5

February 28, 2011

To: The Honorable Mayor and City Council

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

Subject: Authorizing the Execution of a Cooperation Agreement With Jefferson County Pertaining to the HOME Program

In 1993, Lewis, Jefferson and St. Lawrence Counties organized a housing consortium known as the North Country Home Consortium. The purpose of the consortium is to access funds from the U.S. Department of Housing and Urban Development (HUD) through the HOME Investment Partnerships Program. Since its creation, the consortium has received in excess of \$23 million from HUD. Of that amount, \$2,439,630 has been awarded to organizations operating rehabilitation and home buyer assistance programs within the City.

Participating municipalities, along with not-for-profit corporations serving those municipalities, are eligible to apply for funds from the consortium. The consortium can only be joined at three year intervals. Requests have been sent out to all of the municipalities within the three counties to join for the next period of 2012, 2013 and 2014.

The attached resolution authorizes the Mayor to execute the Cooperation Agreement with Jefferson County pertaining to the HOME Investment Partnerships Program.

# RESOLUTION

Page 1 of 1

Authorizing Execution of a Cooperation Agreement with Jefferson County Pertaining to the HOME 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***

---

WHEREAS the National Affordable Housing Act of 1990 created new initiatives to produce and preserve affordable housing including the HOME Investment Partnerships Program (HOME), and

WHEREAS the HOME Investment Partnership Program will provide monies to states and local governments to fund affordable housing strategies, and

WHEREAS Section 216 (2) of the National Affordable Housing Act provides that a consortium of geographically contiguous units of general local government may apply for funding under the HOME Program, and

WHEREAS the City of Watertown has determined that it is desirable and in the public interest to cooperate with the County of Jefferson in order to participate in the North Country HOME Consortium comprised of Jefferson, Lewis and St. Lawrence counties in order to receive funding under the HOME Program,

NOW THEREFORE BE IT RESOLVED that the City Council authorizes Mayor Jeffrey E. Graham to execute on behalf of the City of Watertown a Cooperation Agreement with the County of Jefferson to undertake or assist in undertaking housing assistance activities for the HOME Investment Partnership Program.

**Seconded by**

**COOPERATION AGREEMENT**  
**Pursuant to the**  
**National Affordable Housing Act of 1990**

This Agreement made this \_\_\_\_ day of \_\_\_\_\_, 2011, by and between the County of Jefferson (hereinafter referred to as the "County") and the City, Town, Village of \_\_\_\_\_ (hereinafter referred to as the "Municipality") both being municipal corporations of the State of New York.

**WITNESSETH:**

Whereas, under the Cranston-Gonzalez National Affordable Housing Act (hereinafter referred to as "NAHA"), the Secretary of Housing and Urban Development is authorized to make grants to States and units of general local government to help finance investments in affordable housing, and

Whereas, Section 216(2) of the NAHA provides that a consortium of geographically contiguous units can be considered to be a unit of general local government for purposes of the HOME Investment Partnerships Act (hereinafter referred to as "HOME"), and

Whereas, Jefferson, Lewis and St. Lawrence Counties desire to be considered such a consortium (hereinafter referred to individually as the County or collectively as the "North Country HOME Consortium or NCHC"), and have sufficient statutory authority under the laws of the State of New York, as well as sufficient administrative capabilities to carry out the purposes on behalf of the NCHC's member jurisdictions, and

Whereas, the County desires to cooperate with the cities, towns, and villages of the County in applying for and utilizing a maximum of any funds available under Section 216(2) of NAHA, and

Whereas, the Municipality desires to undertake housing assistance activities and agrees to direct its activities to the alleviation of housing problems, and

Whereas, Jefferson, Lewis, and St. Lawrence Counties will be designated as a HOME consortium by the United States Department of Housing and Urban Development (hereinafter referred to as "HUD"), and is thereby eligible for a direct allocation of HOME funds, provided said Counties enter into cooperation agreements with included units of general local government within their borders, and

Whereas, In order to receive funds available to the NCHC under Section 216(2) of the Act, the Municipality has authorized its Chief Elected Official by Resolution No. \_\_\_\_ (attached) to enter into the Cooperation Agreement with the County.

Now, Therefore, the County and the Municipality hereby agree as follows :

1. Program Activity

- A. The Municipality agrees to have its HUD required demographic information counted so that the North Country HOME Consortium may meet the minimum formula allocation to obtain "Participating Jurisdiction" status, and, therefore, the NCHC is eligible to receive a direct allocation of HOME funds.
- B. The Municipality and the County shall take such actions as are necessary to assure compliance with all HOME Investment Partnerships Program requirements, including the provisions of Title VI of the Civil Rights Act of 1968, Title II of the Cranston-Gonzalez NAHA, the requirements concerning a Consolidated Plan and all other applicable laws.
- C. The Municipality and the County shall cooperate in undertaking or assisting in the undertaking of housing assistance activities through the HOME Investment Partnership Program.
- D. The North Country HOME Consortium shall, in cooperation with the Municipality, develop a Consolidated Plan for housing to equitably direct the expenditure of the North Country HOME Consortium's allocation of funds. The Municipality shall supply any available data necessary to assist in the assessment of the North Country HOME Consortium's housing assistance needs and the establishment of housing development goals and strategies.
- E. The Municipality, in furtherance of implementing the HOME program, shall undertake efforts to affirmatively further the cause of fair housing.

2. Representative Appointment

- A. The Municipality authorizes Jefferson County to act in a representative capacity as the lead entity for all members of the NCHC for the purposes of administering the HOME Program.

3. Representative Responsibilities

- A. The Municipality agrees that the lead entity will assume overall responsibility for ensuring that the NCHC's HOME Program is carried out in compliance with the requirements of the HOME Program, including requirements concerning the Consolidated Plan.
- B. The Municipality authorizes the lead entity (Jefferson County) to enter into a subrecipient service agreement with a qualified third party if necessary to assist in administering the HOME program.

4. Term

- A. This Cooperation Agreement will govern activities carried out with annual HOME Partnership Program Grants from Federal Fiscal Years beginning with 2012 appropriations and from any program income generated from the expenditure of such funds. The term of the Agreement shall be for a period of three years commencing July 1, 2011 and continuing through June 30, 2014.

1. *Automatic Renewal*

Pursuant to U.S. Department of Housing and Urban Development Regulation (24 Code of Federal Regulations Parts 91 and 92) this Cooperation Agreement may be automatically renewed for participation in successive three year terms provided:

- a. The lead entity notifies in a timely manner each consortium member in writing of its right not to participate for the successive three year qualification period.
- b. Any future amendment to the Cooperation Agreement must stipulate that it shall apply to subsequent automatic renewal periods.
- c. No new member is added to the consortium at the time of the new qualification period.

2. *Mandatory Renewal*

In the event of any of the conditions of subsection 4(a)(1) (*supra*) not being met, renewal of the cooperation agreement shall require consent of all parties thereto.

- B. All provisions of this Agreement shall remain in effect until the HOME funds from each of the Federal Fiscal Years of the qualification period are expended on eligible activities.
- C. Jefferson County (the lead entity) is hereby authorized to amend the agreement to add new members to the NCHC.
- D. The Municipality and the County shall remain as part of the NCHC for the entire three-year period and shall have no right to withdraw from this Agreement.

5. Program Year

- A. The Municipality acknowledges that the NCHC operates on a Program Year consisting of the period July 1, through June 30<sup>th</sup> of each year.

In Witness Whereof, the parties have duly executed this Agreement as of the date and year first above written.

**COUNTY OF JEFFERSON**

By: \_\_\_\_\_  
Chairman of the County Board

**City, Town, Village of** \_\_\_\_\_

By: \_\_\_\_\_  
Municipality Chief Elected Official

Res No. 6  
Public Hearing 7:30 p.m.

February 28, 2011

To: The Honorable Mayor and City Council

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

Subject: Authorizing Submission of an Application for Small Cities Community Development Block Grant Funding

The New York State Office of Community Renewal has announced that applications for the Small Cities Community Development Block Grant (CDBG) Program are due by May 27, 2011. The second public hearing required for this year's application has been scheduled for Monday, March 7, 2011 at 7:30 p.m. Attached is a copy of the information that will be provided at the public hearing, which includes a description of the program proposed for the application. I will be available to give a short presentation on the required information at the beginning of the public hearing and to answer any questions the public may have.

The proposal for this year's application will continue the activities started with the 2008 and 2009 grants. The application will be a single purpose proposal to promote rehabilitation of existing substandard apartments throughout the City and creation of new apartments on the upper floors of commercial buildings in the downtown area.

A resolution has been prepared for City Council consideration that authorizes the submission of a fiscal year 2011 application for funds to promote rehabilitation of existing substandard apartments throughout the City and creation of new apartments on the upper floors of commercial buildings in the downtown area. The resolution may be voted on after the public hearing.

# RESOLUTION

Page 1 of 1

Authorizing Submission of an Application for  
Small Cities Community Development Block Grant  
Funding

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*

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WHEREAS Federal grant funding is available through the New York State Office of Community Renewal to support local community development activities that are undertaken by eligible municipalities, and

WHEREAS the City of Watertown is eligible to apply for funding in the 2011 competition under the Small Cities Community Development Block Grant Program, and

WHEREAS it has been determined that such funding should be used for a single purpose proposal to promote rehabilitation of existing substandard apartments throughout the City and creation of new apartments on the upper floors of commercial buildings in the downtown area, and

WHEREAS public hearings were conducted by the City Council on February 7 and March 7, 2011,

NOW THEREFORE BE IT RESOLVED that the Mayor, Jeffrey E. Graham, is authorized to sign and submit an application for Community Development Block Grant funding for consideration in the 2011 Small Cities competition through the New York State Office of Community Renewal, and

BE IT FURTHER RESOLVED that the Mayor is authorized to sign all agreements, certifications and other documents required to complete the application and to accept the grant and administer the program that is proposed for Small Cities funding.

### **Seconded by**

**CITY OF WATERTOWN**  
Community Development Plan

**SMALL CITIES COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM**

The City of Watertown has been active in the Small Cities Community Development Block Grant Program for more than 30 years. Applications have been submitted every year since the program was created in 1978. Twenty-four of them have been successful, generating more than \$12 Million of federal grant funding to support local community development activities in the city, as follows:

1979,1980,1981	3-Year Comprehensive Program	\$1,550,000
1982	Single Purpose Public Facilities Improvements	\$478,588
1983 Jobs Bill	Single Purpose Economic Development	\$150,500
1983/1984	Comprehensive Program	\$1,000,000
1985	Comprehensive Program	\$600,000
1986	Single Purpose Housing Rehabilitation	\$400,000
1987	Comprehensive Program	\$600,000
1988	Comprehensive Program	\$600,000
1989	Single Purpose Housing Rehabilitation	\$400,000
1990	Single Purpose Public Facilities Improvements	\$400,000
1991	Single Purpose Home Ownership	\$400,000
1994	Single Purpose Home Ownership	\$400,000
1995	Single Purpose Home Ownership	\$400,000
1996	Single Purpose Economic Development	\$600,000
1999	Single Purpose Housing Rehabilitation	\$400,000
2000	Single Purpose Housing Rehabilitation	\$400,000
2002	Comprehensive Program (Emerson Place Redevelopment)	\$750,000
2003	Public Facilities Related to the Emerson Place Redevelopment	\$170,500
2004	Single Purpose Housing Rehabilitation	\$400,000
2005	Single Purpose Home Ownership	\$400,000
2006	Single Purpose Housing Rehabilitation	\$200,000
2007	Comprehensive Program (Franklin Building Redevelopment)	\$650,000
2008	Single Purpose Rental Rehabilitation & Downtown Apartments	\$400,000
2009	Single Purpose Rental Rehabilitation & Downtown Apartments	\$400,000

Most of this funding has been used to support housing rehabilitation, home ownership and other neighborhood revitalization projects; and traditionally those activities were focused in target areas that were designated for each program. That approach focused the available resources in limited areas in order to maximize the impact of the public investment and encourage property owners to invest in additional improvements with their own resources. Lately, these programs have been administered on a city-wide basis in order to make those resources available to the properties where that assistance is needed most.

Economic development activities have been included in several comprehensive programs and supported by the Jobs Bill funding that was received in 1983. A single purpose grant was also received in 1996 to support loans for two local businesses that created new employment opportunities in Watertown.

Small Cities funding has also been used to support private redevelopment projects that create new housing and employment opportunities for lower income people in the city. Grants were received in 2002 and 2003 to support the Emerson Place Redevelopment off State Street; and the grant that was received in 2007 has been used to support redevelopment of the Franklin Building on Public Square.

**CITY OF WATERTOWN**  
Community Development Plan  
2011

**DOWNTOWN RENTAL APARTMENTS**

The application for 2011 Small Cities CDBG funding will continue the activities that began two years ago to support rehabilitation of existing substandard rental apartments or creation of new apartments on the upper floors of commercial buildings in downtown Watertown. These activities will not be limited to the downtown area, but preference will be given to projects that are located in the commercial area around the Public Square and projects that will add to the supply of affordable rental housing to offset the pressure on the local housing market that is being experienced as a result of the latest expansion at Fort Drum.

All of the apartments that are created or rehabilitated under this program must be rented to tenants who qualify as low or moderate income; and rents must be limited during a five or ten year regulatory period to make sure those apartments remain affordable to the lower income households who will be occupying them while the expansion at Fort Drum is in progress.

**Small Cities Funding:**

For rehabilitation of rental apartments, CDBG funds will be available in the form of grants and low interest loans to cover 100% of the cost of eligible improvements. Those funds will be available throughout the city, but preference will be given to projects that are located in the downtown area.

For projects that create new apartments on the upper floors of commercial buildings, CDBG funds will be available in the form of grants and low interest loans that will be combined with HOME funding and NYMS funding that is available through Neighbors of Watertown. Again, preference will be given to projects that are located in the downtown area where NYMS funds are available.

Small Cities loans will be repaid over ten year terms and those proceeds will be kept in a revolving loan fund that will be available for future investment in the downtown area in Watertown. Grants will not be repaid as long as the applicant retains ownership of the property and complies with all requirements of the program during a ten year regulatory period.

**HOME Funding:**

HOME funds are available through Neighbors of Watertown to support rehabilitation of rental apartments anywhere in the city. Those funds will be available in the form of deferred payment loans that will not be repaid as long as the property owner complies with sale and rent restrictions during a five or ten year regulatory period (depending on the amount of HOME funds used for each apartment).

**New York Main Street Funding:**

Neighbors of Watertown has also received funding under the New York Main Street Program to support building and facade improvements in the downtown area. Those funds will be available in the form of matching grants to help pay for the improvements required to create new apartments on the upper floors of commercial buildings in downtown Watertown.

# CITY OF WATERTOWN

## DOWNTOWN RENTAL APARTMENTS

### HOUSEHOLD INCOME LIMITS FOR CDBG AND HOME FINANCING ELIGIBILITY

Applicable to non-metropolitan areas in New York State

(Effective May 14, 2010)

<b>Family Size</b>	<b>80% of Median</b> (Rehabilitation)	<b>60% of Median</b> (New Apts.)
1 Person	\$31,000	\$23,250
2 Person	\$35,400	\$26,550
3 Person	\$39,850	\$29,900
4 Person	\$44,250	\$33,200
5 Person	\$47,800	\$35,850
6 Person	\$51,350	\$38,500
7 Person	\$54,900	\$41,150
8 Person	\$58,450	\$43,800

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Income Limits for Households larger than Eight Persons are determined by adding \$3,550 (80% of Median) or \$2,650 (60% of Median) for each additional person in the household. These figures are adjusted annually to match the Income Limits established by the U.S. Department of Housing and Urban Development for the Section 8 Rental Assistance Program.

Source: HUD NOTICE PDR-2010-02 dated May 14, 2010

From: David H. Stevens

Assistant Secretary for Housing - Federal Housing Commissioner

Re: Fiscal Year 2010 Income Limits

for Public Housing and Section 8 Programs

# CITY OF WATERTOWN

## DOWNTOWN RENTAL APARTMENTS

### RENT LIMITS FOR APARTMENTS WITH CDBG OR HOME ASSISTANCE

Applicable to Jefferson County in New York State

(Effective October 1, 2010)

<u>Unit Size</u>	<u>Fair Market Rent</u>
0 Bedroom . . . . .	\$644 / month
1 Bedroom . . . . .	\$646 / month
2 Bedroom . . . . .	\$776 / month
3 Bedroom . . . . .	\$1,000 / month
4 Bedroom . . . . .	\$1,051 / month

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The Rent Limits listed above are 100% of the Fair Market Rents (FMR) established by the U.S. Department of Housing and Urban Development for the Section 8 Housing Choice Voucher Program. They apply to gross rents, including shelter rent and the cost of utilities (except telephone) that are paid by the tenant in qualified apartments. These figures are adjusted annually based on Census data updated by random digit dialing (RDD) telephone surveys and set at the 40th percentile of standard quality rental housing in Jefferson County in New York State.

For apartments with more than 4 bedrooms, the Rent Limits are calculated by adding 15% to the 4 bedroom Rent Limit for each extra bedroom.

Source: Federal Register, Volume 75, Number 191, October 4, 2010

Public Hearing 7:30 p.m.

March 1, 2011

To: The Honorable Mayor and City Council

From: Mary M. Corriveau, City Manager

Subject: Local Law Amending City Code of the City  
Of Watertown, §205, Noise

The attached Local Law has been prepared for City Council consideration at the request of Council Member Joseph M. Butler, and presented to the City Council for consideration on February 7, 2011, at which time it was introduced and seconded, and a Public Hearing was scheduled for March 7, 2011 at 7:30 p.m.

As presented in my report dated February 3, 2011, this Local Law incorporates new language into the City Code §205, Noise, to control the noise for emergency warning devices, exhausts, sound reproduction, and squealing tires. A number of definitions have also been added to clarify terms used in the new language.

This Local Law incorporates standards to be considered in determining whether unnecessary noise exists in a given situation; those standards include, but are not limited to:

1. The intensity of the noise.
2. Whether the nature of the noise is usual or unusual.
3. Whether the origin of the noise is natural or unnatural.
4. The intensity of the background noise.
5. The proximity of the noise to sleeping facilities.
6. The nature and the zoning district of the area within which the noise emanates.
7. The time of day or night the noise occurs.
8. The duration of the noise.
9. Whether the sound source is temporary.
10. Whether the noise is continuous or intermittent.
11. Whether alternative methods are available to achieve the objectives of the sound producing activity.

On December 1, 2010, City Attorney Robert J. Slye sent an opinion letter to the members of the City Council on the topic of adopting a noise ordinance designed to have City-wide application. His letter goes into great detail regarding the City's ability to adopt Noise legislation, including noise emanating from vehicles, such as contain in §205-9, § 205-10 (b) and §205-11 of this proposed Local Law. I have attached a copy of Mr. Slye's opinion letter for your reference.

As part of the research requested by the City Council relating to the enforcement of a decibel level noise ordinance, Staff was asked to research the cost of decibel meters for the Police Department personnel. The City Purchasing Department did considerable research and finds that the instrument described in the attached specifications sheet is used by a number of departments in NYS. The cost of this unit is \$2,370. If we are going to enforce §375 (47) of the New York Vehicle and Traffic Law(VTL), the Police Department will need to be equipped with decibel meters similar to the one presented. The meters we purchase will need to stand up in a court proceeding, provide credible data, and have a way to calibrate the meter and print the meter reading results in the field. In my discussions with Police Chief Joseph Goss, he believes the City would need six (6) of these units to effectively enforce the decibel standards contained in the VTL.

Chief Goss reached out to the Police Chief in Oswego New York and we were able to borrow a meter to test and see if it will work for our intended use. Upon receiving the device, Chief Goss read through the instruction manual and tested the device. In using this device an Officer would need to make adjustments for background noise and wind. They would also need to take a 30 second sound sample. Purchasing Agent Robert Cleaver has talked with the supplier and they would be glad to come to Watertown and provide the Council with a demonstration of how the units are used in the field.

We have also done outreach to the District Attorney's Office to see what would be required for a successful prosecution under VTL §375(47). After quite a bit of research on the part of the District Attorney's Office, the City received a response outlining what they found. I have included the language from the email received from the DA's Office in this packet.

This Local Law can be considered after the Public Hearing is held on Monday, March 7, 2011 at 7:30 p.m. in City Council Chambers.

Amending City Code of the City  
Of Watertown, §205, Noise

Page 1 of 4

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

***Introduced by***

Total .....

Council Member Joseph M. Butler, Jr.

NOW THEREFORE BE IT ENACTED that § 205, Noise of the City Code of the City of Watertown is amended to add the following:

§205-8          Emergency Warning Devices

No person shall operate or cause to be operated any emergency warning device, except:

- (a) To give notice as a warning of any emergency;
- (b) On an authorized emergency vehicle when such vehicle is engaged in emergency operations provided that such device is not operated to create unnecessary noise or for a period of time longer than is necessary to respond to such emergency;
- (c) When such device is under test.

§205-9          Exhausts

Except as otherwise provided in this ordinance, no person shall cause or permit the discharge into the open air of the exhaust of any device, including but not limited to any steam engine, diesel engine, internal combustion engine or turbine engine, so as to create unnecessary noise.

§205-10.        Sound Reproduction

No person shall operate, play or permit the operation or playing of any radio, television, phonograph, drum, musical instrument, sound amplifier or similar device which produces, reproduces or amplifies sound.

Amending City Code of the City  
Of Watertown, §205, Noise

Page 2 of 4

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

- (a) In such a manner as to create unnecessary noise across a real property boundary, except for activities open to the public and for which a permit has been issued by the Chief of Police or his designee pursuant to rules and regulations promulgated, or by license issued by the City Manager.
- (b) In such a manner as to create unnecessary noise at fifty (50) feet from such device, when operated in or on a motor vehicle on a public highway.
- (c) In such a manner as to create unnecessary noise to any person other than the operator of the device, when operated by any passenger on a common carrier.
- (d) In such a manner as to create unnecessary noise that enters an apartment or dwelling unit that is separate and distinct from the apartment or dwelling unit from which the unnecessary noise originated.

§205-11. Squealing Tires

No person shall operate a motor vehicle in such a manner as to cause unnecessary noise by spinning or squealing the tires of such motor vehicle.

, and

BE IT FURTHER ENACTED that § 205-6 is amended to read as follows:

§ 205-6 Penalties for Offenses

Any person, firm or corporation violating any provision of this chapter shall, upon conviction, be subject to a fine of not less than fifty (\$50) dollars nor more than two hundred and fifty (\$250) dollars. Each day of continued violation is a separate and distinct offense.

Amending City Code of the City  
Of Watertown, §205, Noise

Page 3 of 4

, and

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 §205-1 is amended as follows:

§205-1 General Prohibition and Definitions

A. General Prohibition - The creation of any unreasonably loud, disturbing noise in the city is prohibited. Noise of such character, intensity or duration as to endanger public comfort, peace or repose or to be detrimental to the life or health of any individual is declared to be a nuisance and is prohibited. Noise of such character, intensity or duration is hereby declared to be a nuisance within the meaning of this section, but such designation shall not be deemed to be exclusive.

B. Definitions

Authorized Emergency Vehicle means every ambulance, police vehicle, fire vehicle and civil defense vehicle when on emergency calls.

Device means any mechanism which is intended to or which actually produces sound when operated or handled.

Emergency means a public calamity or an exposure of any person or property to imminent danger.

Emergency warning device means any sound signal device that is designed to be used and is actually used to warn of an emergency.

Person means any individual, partnership, company, corporation, association, firm, organization, government agency, administration or department, or any other group of individuals, or any person or employee thereof.

Real property boundary means an imaginary line exterior to any structure, along the ground surface, which separates the real property owned by one person from that owned by another person, and the vertical extension of such line.

Amending City Code of the City  
Of Watertown, §205, Noise

Page 4 of 4

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

Sound reproduction device means a device intended primarily for the production or reproduction of sound including, but not limited to any musical instrument, radio receiver, tape recorder, cd player, phonograph or sound amplification system.

Sound source site means any land under the ownership or control of a person in or upon which one or more sound sources are located. The sound source site includes all individual sound sources that are located on such site, whether stationary, movable or mobile.

Unnecessary noise means any excessive or unusually loud sound or any sound which either annoys, disturbs, injures, or endangers the comfort, repose, health, peace or safety of a reasonable person of normal sensibilities, or which causes injury to animal life or damage to property or business. Standards to be considered in determining whether unnecessary noise exists in a given situation include but are not limited to the following:

1. The intensity of the noise.
2. Whether the nature of the noise is usual or unusual.
3. Whether the origin of the noise is natural or unnatural.
4. The intensity of the background noise.
5. The proximity of the noise to sleeping facilities.
6. The nature and the zoning district of the area within which the noise emanates.
7. The time of day or night the noise occurs.
8. The duration of the noise.
9. Whether the sound source is temporary.
10. Whether the noise is continuous or intermittent.
11. Whether alternative methods are available to achieve the objectives of the sound producing activity.

, and

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 Teresa R. Macaluso

**SLYE & BURROWS**  
ATTORNEYS AT LAW  
104 WASHINGTON STREET  
WATERTOWN, NEW YORK 13601



**COPY**

ROBERT J. SLYE  
JAMES A. BURROWS  
CHRISTINA E. STONE

(315) 786-0266  
FAX: (315) 786-3488

December 1, 2010

City Council  
City of Watertown  
245 Washington Street  
Watertown, New York 13601

**Re: Noise Control Legislation**

Dear Council Members:

This letter follows the City Council's discussion concerning the adoption of a noise ordinance designed to have City-wide application. During the Council's deliberations, the most complained-of noise issue was reported to be noise emanating from audio systems in motor vehicles. This issue is currently regulated by the New York Vehicle and Traffic Law. The question arose as to whether the City may further regulate that noise by local law. For the reasons outlined below, our opinion is that the City may not do so.

Generally speaking, a municipality may adopt "home rule" legislation "not inconsistent with the provisions of [the State] Constitution or any general law relating to its property, affairs or government," and may also adopt and amend local laws "not inconsistent with the provisions of [the State] Constitution or any general law relating to [certain identified subjects] . . . except to the extent that the Legislature shall restrict the adoption of such a local law. . . ." New York Constitution Article 9 §2(c) (McKinney 2006). Any local law which would purport to regulate vehicle audio system noise would not involve the City's "property, affairs, or government."

Among the State Constitution's identified subjects in connection with which a municipality may adopt or amend local laws is "the government, protection, order, conduct, safety, health and well-being of persons or property therein." *Id.* at §2(c)(10) (McKinney 2006). Certainly, the adoption of a local law dealing with noise issues involves the "protection, order, conduct, safety, health and well-being of persons. . . ." The question arises, therefore, whether the Legislature has otherwise restricted the adoption of such a local law, thereby "excepting" the City's power to do so.

Section 375(47) of the New York Vehicle and Traffic Law (McKinney Supp. 2010) provides, in part:

It shall be unlawful for any person to operate or cause to be operated, an audio amplification system which is operated in, installed in or powered by a vehicle which generates an A-weighted sound level in excess of 70 dB(A) measured at, or adjusted to, a distance of twenty-five feet from the vehicle which is driven, standing, or parked on a public highway, or within one hundred feet of a public highway unless that system is being operated to request assistance or warn of a hazardous situation.

Id. The statute continues:

This section shall not apply to the sound systems of vehicles used for advertising, or in parades, political or other special events, except that the use of sound systems on those motor vehicles may be prohibited by a local authority by ordinance or local law.

Id. (emphasis added).

The underlined provision is interesting in that it contains an express grant of authority to regulate motor vehicle sound levels in certain circumstances. One can quite easily read this provision to mean the contrary - - - that a local authority may not regulate audio amplification system sound levels under any other circumstances. Thus, in our view, a local municipality is powerless to adopt a local law governing motor vehicle sound amplification, because it would violate a legislative restriction on the adoption of such a local law. See New York Constitution Article 9 §2, supra.

Even if the language of Section 375(47)(a) is not construed to expressly restrict the adoption of such a local law, the doctrine of preemption would, in any event, prevent the City's entry into the field of noise regulation on motor vehicles.

The New York Court of Appeals has made clear that "the overriding limitation of the preemption doctrine embodies 'the untrammelled primacy of the Legislature to act . . . with respect to matters of State concern'(citation omitted)." Albany Area Builders Association v. Town of Guilderland, 74 N.Y.2d 372, 377, 547 N.Y.S.2d 627, 629 (1989). According to the Albany Area Builders Association Court, the Legislature need not expressly state its intent to preempt, but that such intent "may be implied from the nature of the subject matter being regulated and the purpose and scope of the State Legislative scheme, including the need for State-wide uniformity in a given area (citation omitted)." Id.

In the Albany Area Builders Association case, the Town of Guilderland had attempted to impose a “transportation impact fee law,” whereby applicants for building permits would be required to pay a transportation “impact fee” when the permit was issued. Finding the law preempted by State law, the Court, after addressing various budgetary laws, highway laws, and tax laws, stated:

The purpose, number and specificity of these statutes make clear that the State perceived no real distinction between the particular needs of any one locality and other parts of the State with respect to the funding of roadway improvements, and thus created a uniform scheme to regulate this subject matter (citation omitted).

Id. at 379.

Section 375(47) of the Vehicle and Traffic Law, found among provisions of the Vehicle and Traffic Law dealing with required vehicle equipment, makes “no real distinction between the particular needs of any one locality and other parts of the State. . . .” Id. It appears to be a statewide issue, dealt with on a statewide basis.

“[A] comprehensive and detailed statutory scheme may be evidence of the Legislature’s intent to preempt (citation omitted).” Cohen v. Board of Appeals of the Village of Saddlerock, 100 N.Y.2d 395, 400, 764 N.Y.S.2d 64, 67 (2003). In Cohen, a local municipality attempted to enforce standards for area variances which differed from the State’s statutory scheme. The Court of Appeals, finding that “the application of a uniform standard ensures that each locality’s zoning decisions will be reviewed consistently by the courts without being subject to the vagaries of a standard elusive of easy definition or clear application (citation omitted),” found the local law to be unenforceable. Id. at 403. We are of the view that a city’s regulation of vehicle audio amplification would also differ from a State statutory scheme designed to provide ease of definition or clarity in application.

The State has adopted what appears to be a detailed statutory scheme evidencing its intent to preempt the field. Motor vehicle sound level limits, in general, are addressed at Section 386 of the Vehicle and Traffic Law, which imposes A-weighted sound levels for trucks, automobiles, and motorcycles. New York Vehicle and Traffic Law §386 (McKinney 2005). Moreover, the State has adopted A-weighted sound limits for pleasure boats (New York Navigation Law §44(2)(a) (McKinney 2004)) and snowmobiles (New York Parks, Recreation & Historic Preservation Law §25.17(e) (McKinney Supp. 2010)). The State’s involvement is pervasive. The Albany Area Builders case makes clear that “the purpose, number, and specificity of these statutes . . . created a uniform scheme” to regulate vehicle noise. Id. at 379. The State has preempted the field in this area of regulation. Because it has done so, the City may not enter the field.

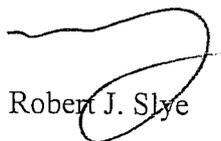
The City may, of course, adopt a noise ordinance, rather than a local law, dealing with noise generated by anything other than a State-regulated source. That legislation can either restrict noise measured by decibel levels from a certain distance, or can be based upon a legislative determination of "reasonableness." A copy of our earlier written opinion on this issue, dated August 24, 2010, is enclosed.

We await the City Council's guidance on how it wishes to proceed.

Very truly yours,

SLYE & BURROWS

By:



Robert J. Slye

RJS/ktl

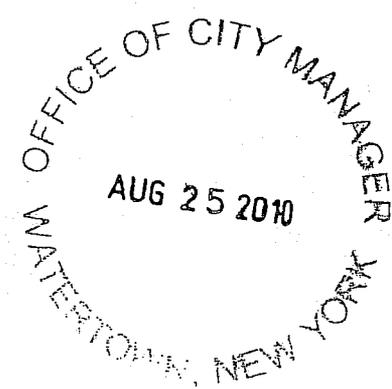
Enclosure

ROBERT J. SLYE  
JAMES A. BURROWS  
CHRISTINA E. STONE

(315) 786-0266  
FAX: (315) 786-3488

August 24, 2010

City Council  
City of Watertown  
245 Washington Street  
Watertown, New York 13601



Re: Noise Control Legislation

Dear Council Members:

The City Manager has asked us to follow up on Councilman Butler's request that the City consider adopting noise control legislation to address quality of life issues in the City. This letter will attempt to describe the types of legislation available to the City Council so that we may obtain more specific direction in connection with the City Council's wishes prior to the drafting of any legislation.

The Existing Noise Control Ordinance

Chapter 205 of the Watertown City Code addresses the issue of noise. Subsections 1-4 were adopted in 1949. An additional prohibition against idling truck motors was added in 1951 (Subsection 5). A penalties provision was adopted in 1986, making any violation of Subsections 1-5 a "violation," and imposing a maximum penalty of up to 15 days in jail and/or a fine of \$250.00. Penalties can be cumulative based upon "each day of continued violation."

In 1993, an additional provision was added for noise limits in Thompson Park, defining "unreasonable, loud, disturbing or unnecessary noise" as being "any sound that can be heard from twenty (20) feet away from the source of the noise that is eighty (80) decibels or more." Presumably, a violation of this noise limit is punishable under the prior-numbered penalties provision.

In our view, the 1949/1951 provisions of Chapter 205 are generally unenforceable. The provisions speak in terms of noise which endangers public comfort, or which is detrimental to the "life or health of any individual." The existing legislation is essentially "nuisance" legislation, and provides no real guidelines for interpretation or enforcement. Thus, the essential reason that Chapter 205 is not enforced is that it is unenforceable.

### Existing State Law

We are aware of four separate provisions of New York law dealing with noise. The first three deal with vehicular noise, and are separately contained at Section 375(31) of the Vehicle and Traffic Law (adequate muffler and exhaust system . . . to prevent any excessive or unusual noise); Section 375(47)(a) (prohibiting the operation of an “audio amplification system which generates an A-weighted sound level in excess of seventy dB(A) measured at, or adjusted to, a distance of twenty-five feet from the vehicle which is driven, standing or parked on a public highway, or within one hundred feet of a public highway unless that system is being operated to request assistance or warn of a hazardous situation.”) (McKinney Supp. 2010); and Section 306 (vehicles in excess of 10,000 pounds and motorcycles governed by specified A-weighted sound levels at certain speeds). The fourth provision is a general prohibition contained in the definition of “Disorderly Conduct” under Section 240.20 of the New York Penal Law, which states that “a person is guilty of disorderly conduct when, with intent to cause public inconvenience, annoyance or alarm, or recklessly creating a risk thereof, [that person] makes unreasonable noise.” Id. at Section 240.20(2) (McKinney 2008).

The obvious difference between the “excessive or unusual noise” unreasonable noise standard and the sound amplification prohibitions by decibel measurement from a source is the measure of proof required to establish a violation. The latter is capable of scientific proof (a calibrated and accurate decibel meter, operated by a qualified and trained peace officer, within a specified and measured distance and producing a sound level in excess of a prescribed decibel level, if found credible by the trier of fact, constitutes the offense). In proving a violation of “unreasonable noise” provisions, it is always a question of fact as to whether, under all of the circumstances, the noise was “unreasonable.”

### Are Noise Control Ordinances Constitutional?

Generally speaking, government restrictions on “time, place or manner of protected speech” can withstand constitutional scrutiny [if they are]:

- (1) content neutral, in that they target some quality other than substantive expression;
- (2) [are] narrowly tailored to serve a significant and governmental interest; and
- (3) permit alternative channels for expression.

Deegan v. City of Ithaca, et al., 444 F3rd 135, 142 (2<sup>nd</sup> Cir. 2006), citing Ward v. Rock Against Racism, 491 U.S. 781, 791 (1989). See, also, Genco Importing, Inc. v. City of New York, 552 F. Supp. 2d 371, (SDNY 2008).

In People v. Bakolas, 59 N.Y.2d, 51, 462 N.Y.S.2d 844 (1983), the New York Court of Appeals addressed the facial constitutionality of the State's disorderly conduct statute in connection with the term "unreasonable noise." Finding that "the term 'unreasonable noise' is not incapable of definition," the New York Court of Appeals described the phrase "unreasonable noise" as follows:

A noise of a type or volume that a reasonable person, under the circumstances, would not tolerate (citation omitted).

Id. at 53. The Court of Appeals was careful to say, however, that the disorderly conduct statute required an element of intent, or recklessness, which narrowed the definition, "so that no inadvertently disturbing act may be punished (citation omitted)." Id. at 54.

A noise ordinance must be constitutional not only on its face (facial constitutionality), but in the manner in which it is applied. In considering the facial constitutionality of noise ordinances, the Second Circuit upheld an ordinance which prohibited "loud or unreasonable noise" and which defined "unreasonable" noise as follows:

that which 'disturbs, injures or endangers the peace or health of another or . . . endangers the health, safety or welfare of the community.'

Howard Opera House Associates, et al. v. City of Burlington, Vermont v. Urban Outfitters, Inc., 322 F.3d 125, 128 (2d Cir. 2003).

Finding that "the elimination of excessive noise is a substantial and laudable goal," the Second Circuit, in Carew-Reid, et al. v. Metropolitan Transportation Authority, et al., 903 F.2d 914 (2d Cir. 1990), found that a ban on the use of amplifiers on subway platforms constituted "a reasonable time, place or manner restriction as a matter of law." Id. at 919. More recently, and in a New York State Court case, the Appellate Division, First Department, held that "it was not impermissibly vague" to adopt an ordinance banning "unreasonable noise" defined as:

any excessive or unusually loud sound that disturbs the peace, comfort or repose of a reasonable person of normal sensitivities, injures or endangers the health or safety of a reasonable person of normal sensitivities or which causes injury to plant or animal life, or damage to property or business (citation omitted).

Harlem Yacht Club v. New York City Environmental Control Board, 40 A.D.3d 331, 836 N.Y.S.2d 66, 67 (1<sup>st</sup> Dep't 2007).

A statute which is facially constitutional, however, can separately be found to be unconstitutional in its application. For example, in Deegan v. City of Ithaca, supra, a noise ordinance which was "interpreted, construed and enforced" in such a way as to prohibit a street preacher from preaching, because it could be heard from twenty-five feet away in the Ithaca Commons area, was held to be unconstitutional. The Court stated that the ordinance, on its face, did not necessarily raise constitutional concerns. The City, however, had stipulated on appeal that its ordinance would prohibit any noise that could be heard twenty-five feet away. Finding that such an application would include the footsteps of a person in high heeled boots or a conversation among several people, the statute, as interpreted and applied by the City, failed to take into consideration the "nature and purposes of the [area], along with its ambient characteristics," and was thus not narrowly tailored to the circumstances. Id. It was stricken as being unconstitutional in its application.

The City of Ithaca noise ordinance was, as noted by the Second Circuit, likely facially valid. However, to be validly enforced, it was required to have been applied as written, and not as stipulated on appeal, utilizing Ithaca's "12 non-exclusive factors" designed to be used to determine whether noise is "unreasonable."

### Conclusion

If the Watertown City Council determines that it desires to adopt noise control legislation, the initial determination must center on whether the legislation should be framed in terms of decibel levels from a certain distance, or based upon a legislative determination of "reasonableness." If it is the former, we recommend that the City obtain some expert guidance on decibel levels at certain distances such that appropriate levels can be established above ambient levels, and further obtain an estimate concerning the expected cost of appropriate decibel meters and training.

If the City Council wishes to proceed to adopt legislation based upon a doctrine of reasonableness, we recommend that the Council consider which time, place and manner restrictions, under all the circumstances, it would deem to be reasonable. We further believe that the matter should be made enforceable strictly as a civil matter (fines only), and not as a criminal matter.

One final note - - - this letter offers no opinion as to whether any legislation regulating "unreasonable noise" may be utilized to override and/or circumvent the State's statutory noise regulations contained at Section 375(31), Section 375(47), and Section 386 of the Vehicle and Traffic Law. In other words, this letter does not address the question of whether the operation of vehicular audio amplification systems may be governed by local, rather than State, law.

City of Watertown City Council

August 24, 2010

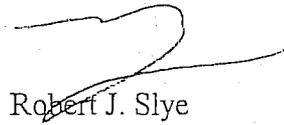
Page 5

We look forward to assisting the Council in its deliberations.

Very truly yours,

SLYE & BURROWS

By:



Robert J. Slye

RJS/ktl

cc: Ms. Mary M. Corriveau, City Manager ✓



## SoundPatrol DP Series SOUND LEVEL METERS

### For Noise Ordinance Enforcement

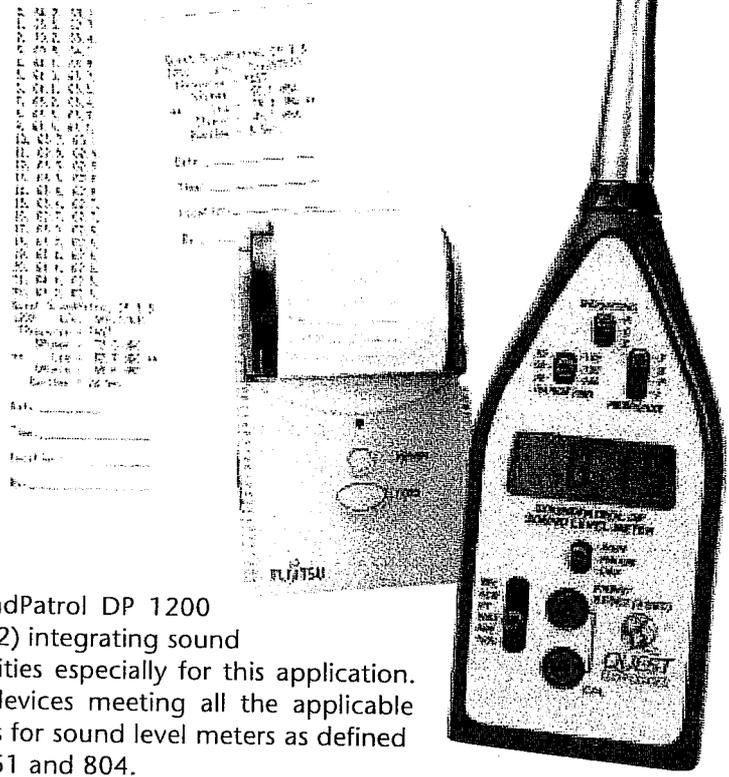
#### The Issue

Enforcement of local noise ordinances requires field testing of noise levels and documentation of measurement results, particularly in the event a citation is issued. The need exists for a simple system that requires minimal training to be easily deployed in the field by law enforcement personnel. The system must provide credible data and convenient methods for field calibration and printing of test results in the field.

#### The Solution

Quest Technologies has created the SoundPatrol DP 1200 (Class 1) and SoundPatrol DP 2200 (Class 2) integrating sound level meters with digital printing capabilities especially for this application. Both meters are rugged, high-quality devices meeting all the applicable accuracy and performance requirements for sound level meters as defined by ANSI S1.4 and S1.43, IEC 61672, 651 and 804.

Users will quickly learn to confidently perform a pre-test field calibration, take a valid noise sample, perform a post-test calibration check and generate complete printed results using the system's convenient belt-worn portable printer.



#### Ordering Information

PART NUMBER	DESCRIPTION
SPDP-1200	SoundPatrol DP 1200 Class 1 Noise Ordinance Enforcement Meter. Consists of SoundPatrol meter, windscreen, instruction manual and factory calibration certificate all packaged in a single convenient storage case.
SPDP-1200-10	Same as SP-DP-1200, plus QC-10 Acoustical Field Calibrator.
SPDP-2200	SoundPatrol DP 2200 Class 2 Integrating/Printing Noise Ordinance Enforcement System. Consists of SoundPatrol meter, windscreen, microphone adapter, and factory calibration certificate all packaged in a single convenient storage case.
SPDP-2200-10	Same as SPDP-2200, plus QC-10 Acoustical Field Calibrator.
SPDP-PRINTER	Portable rechargeable battery-operated thermal printer with belt clip, AC adapter/charger, printer cable, roll of paper and instruction manual.

# Eirtech Instruments

# Price Quotation

4 Burton Street  
Cazenovia, NY 13035  
315-655-8124/// Fax 315-655-3612

Date:	12/8/10	Customer Inquiry Date:	
From:	Bryan Howles	Proposed Ship Date:	2 - 3 Weeks ARO
To:	Bob Cleaver	Terms:	Net 30 Days
Company Name and Address:	Watertown	To be Shipped Via:	UPS
Phone:	315-785-7748	F.O.B.:	SP
Fax:		Salesperson:	19

Here is our quotation for the goods named below, subject to the following :

*CONDITIONS: The prices and terms of this quotation are not subject to verbal changes or other agreements, unless approved in writing by the Seller. All quotations and agreements are contingent upon strikes, accidents, fires, availability of materials and equipment, plus all other causes beyond Seller's control. Prices are based on costs and conditions existing at date of quotation and are subject to change by the Seller before Purchaser's acceptance of equipment. Typographic, stenographic, and clerical errors are subject to adjustment and Purchaser hereby agrees to re-execute any document that requires correction or signature. Seller makes no warranty, expressed or implied, that the equipment is fit for any particular purpose. Shipment of any products are subject to availability. Seller will make a reasonable effort to meet any delivery quoted. In the absence of specific shipping instructions, or if Purchaser's instructions are deemed unsuitable, Seller reserves the right to ship by the most appropriate method. Conditions not specifically stated herein shall be governed by established trade customs. Terms inconsistent with those stated herein, which may appear on Purchaser's formal order, will not be binding on the Seller.*

Quantity	Description	Price	Amount
1	Quest <b>Model</b> SOUND PATROL SPDP 2200-10PR CLASS 2 INCLUDES METER WINDSRENN, CALIBRATOR ADAPTER AND STORAGE CASE SPDP PRINTER PORTABLE PRINTER  <b>PRICE INCLUDES ON SITE TRAINING</b>  Please place orders to  Eirtech Instruments c/o WILNER-GREENE ASSOC 10 Forest Falls ,Unit #1A Yarmouth,Maine, 04096	\$ 2,370.00	\$ 2,370.00

**Shipping, insurance and applicable taxes are additional.**

**Quote is valid for up to 45 days from date of issue.**

**Terms are subject to credit approval.**

Response to Chief Goss from District Attorney's Office, Harmony Healy:

I've been doing quite a bit of research on the topic, and reviewed noise ordinances from various cities around New York State. I've also corresponded with Corporation Counsel for cities that have municipal noise ordinances that are enforced with decibel meters, including the City of Canandaigua. They have had no challenges to constitutionality of duplicative laws or the usage of the decibel meter. That being said, the officers are writing most vehicle noise complaints under the VTL section not the ordinances.

In all cases in where decibel meters are used, the officers must testify to the usage of the decibel meter and that the meter is calibrated to the manufacturer's specifications (that would depend on the manufacturer you choose to purchase from).

They must further testify to being trained in the usage of the decibel meter. Finally, the testimony must include that the officer was no closer than 25 feet, and the decibel level exceeds 70 decibels pursuant to the statute.

Whether Judge Harberson requires a hearing prior to admitting the results of a decibel test is something that simply cannot be predicted as it is a new instrument to the Court. If Judge Harberson were to order a Frye Hearing regarding the use of the decibel meter, I can address it at that time.

A Frye hearing questions whether an instrument is accepted in the scientific community, and I presume this instrument has been accepted in the community as it is used by several other counties to enforce State Vehicle and Traffic Laws.

If you have any further questions, please don't hesitate to ask.

1/21/2011

Laid Over Under the Rules

March 1, 2011

To: The Honorable Mayor and City Council  
From: Mary M. Corriveau, City Manager  
Subject: Amending City Municipal Code, §293-58, Vehicles  
Schedule X, Stop Intersections

The attached Ordinance was presented to the City Council for consideration at the February 22, 2011 City Council meeting, at which time it was introduced and seconded, then laid over under the rules. As stated in my cover report for the February 22, 2011 meeting, with the official naming of Line Drive and the reconstruction of Riggs Avenue, there is a need to codify the following Stop Intersections in the City:

<u>Stop Sign On</u>	<u>Direction of Travel</u>	<u>At Intersection Of</u>
Line Drive	West	Rand Drive
Line Drive	East	W.T. Field Drive
Rand Drive	Both	Line Drive
Riggs Avenue	West	Arlington St.
Riggs Avenue	East	Hamilton St. South

Stop signs have been installed in all of these locations.

# ORDINANCE

Amending City Municipal Code §293-58,  
Schedule X, Stop Intersections

Page 1 of 1

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

Total .....

YEA	NAY

### *Introduced by*

Council Member Roxanne M. Burns

BE IT ORDAINED that Chapter 293-58. Schedule X: Stop Intersections of the City Code of the City of Watertown is amended to add the following:

§ A293-58. Schedule X. Stop Intersections.

Stop Sign On	Direction of Travel	At Intersection Of
Line Drive	West	Rand Drive
Line Drive	East	W.T. Field Drive
Rand Drive	Both	Line Drive
Riggs Avenue	West	Arlington St.
Riggs Avenue	East	Hamilton St. South

and,

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

*Seconded by* Council Member Teresa R. Macaluso

Laid Over Under the Rules

March 1, 2011

To: The Honorable Mayor and City Council

From: Mary M. Corriveau, City Manager

Subject: Amending City Municipal Code, §293, Vehicles  
And Traffic, Sterling Street

The attached Ordinance was presented to the City Council for consideration at the February 22, 2011 City Council meeting, at which time it was introduced, but received no second, and therefore laid over under the rules. As my cover report for the February 22, 2011 meeting indicated, at the request of Mayor Graham Staff reviewed the parking restrictions on Sterling Street. On February 14, 2011 at the City Council Work Session we presented the recommended changes for parking in the 100 and 200 blocks of Sterling Street. The changes discussed include a loading zone for deliveries, codifying a police load zone and removing an area signed for official vehicles parking, as well as prohibiting standing along the entire length.

Staff feels that the proposed changes will increase driver visibility and safety when exiting the City Hall parking lot on Sterling Street and Goodale Street.

Council Member Joseph M. Butler asked that the attached Ordinance be prepared for City Council consideration.

ORDINANCE

Amending City Municipal Code §293, Vehicles and Traffic, Sterling Street

Page 1 of 4

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 Teresa R. Macaluso

BE IT ORDAINED that the City Council of the City of Watertown hereby amends the City Municipal Code § 293, Vehicles and Traffic to delete the following:

§ 293-61. Schedule XIII. Parking Prohibited at All Times

<u>Name of Street</u>	<u>Side</u>	<u>Location</u>
Sterling Street	North	From Washington Street to Goodale Street

and,

BE IT FURTHER ORDAINED that Chapter 293 of the City Code of the City of Watertown is amended to add the following:

§ 293-61. Schedule XIII. Parking Prohibited at All Times

<u>Name of Street</u>	<u>Side</u>	<u>Location</u>
Sterling Street	North	From Washington Street to a point 239 feet east thereof
Sterling Street	North	From a point 304 feet east of Washington Street to a point 120 feet east of Goodale Street

and,

ORDINANCE

Amending City Municipal Code §293, Vehicles and Traffic, Sterling Street

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 ORDAINED that Chapter 293 of the City Code of the City of Watertown is amended to add the following:

§ 293-63. Schedule XV. No Standing

<u>Name of Street</u>	<u>Side</u>	<u>Location</u>
Sterling Street	North	From Washington Street to a point 239 feet east thereof
Sterling Street	North	From a point 304 feet east of Washington Street to Goodale Street

and,

BE IT FURTHER ORDAINED that Chapter 293 of the City Code of the City of Watertown is amended to delete the following:

§ 293-67. Schedule XIX. Restricted Time Limit Parking

<u>Name of Street</u>	<u>Side</u>	<u>Hours/Days</u>	<u>Location</u>
Sterling Street	North	1 hr.; 9:00 a.m. to 8:00 p.m.	From Goodale Street to Franklin Street

and,

ORDINANCE

Amending City Municipal Code §293, Vehicles and Traffic, Sterling Street

- 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 ORDAINED that Chapter 293 of the City Code of the City of Watertown is amended to add the following:

§ 293-67. Schedule XIX. Restricted Time Limit Parking

<u>Name of Street</u>	<u>Side</u>	<u>Hours/Days</u>	<u>Location</u>
Sterling Street	North	1 hr.; 9:00 a.m. to 8:00 p.m.	From a point 120 feet east of Goodale Street to Franklin Street

and,

BE IT FURTHER ORDAINED that Chapter 293 of the City Code of the City of Watertown is amended to add the following:

§ 293-71. Schedule XXIII. Loading Zones

<u>Name of Street</u>	<u>Side</u>	<u>Hours/Days</u>	<u>Location</u>
Sterling Street	North	All times and all days	Police Vehicle loading zone only; From a point 263 feet east of Washington Street to a point 41 feet east thereof
Sterling Street	North	7:00 a.m. to 6:00 p.m./Mon. through Friday	Municipal Building delivery/service loading zone only; From a point 239 feet east of Washington Street to a point 23 feet east thereof

Ordinance No.

February 22, 2011

**ORDINANCE**

Amending City Municipal Code §293,  
Vehicles and Traffic, Sterling Street

Page 4 of 4

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

and,

BE IT FURTHER ORDAINED that this amendment 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**

March 2, 2011

To: The Honorable Mayor and City Council

From: James E. Mills, City Comptroller

Subject: Quarterly Financial Report

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

**CITY OF WATERTOWN  
FY 2010/11 FINANCIAL REPORT (UNAUDITED)  
THROUGH THE FISCAL YEAR ENDED DECEMBER 31, 2010**

**GENERAL FUND SUMMARY**

General Fund Summary	2010-11 Revised Budget	YTD Actual	%	Prior YTD Actual	2009-10 Actual
Revenues	\$ 35,085,878	\$ 19,668,158	56.06%	\$ 18,729,646	\$ 35,036,788
Expenditures	\$ 36,326,322	\$ 17,360,156	47.79%	\$ 16,833,695	\$ 34,326,934
Net Change in Fund Balance	\$ (1,240,444)	\$ 2,308,002		\$ 1,895,951	\$ 709,854

**GENERAL FUND REVENUES**

General fund revenues are up \$938,512 or 5.01% compared to last year due mostly to the increase in sales tax (\$638,052) and the property tax levy (\$143,536). The 10 largest general fund budgeted revenues account for over 92% of the total general fund revenues. A summary of general fund revenues is as follows:

GENERAL FUND REVENUES	2010-11 Revised Budget	Current Y-T-D	Y-T-D % of Budget (Dec. = 50%)	Prior Y-T-D	2009-10 Actual
State Admin. Sales & Use Tax	\$ 15,300,000	\$ 8,353,505	54.60%	\$ 7,715,453	\$ 15,223,095
Real Property Taxes(net of reserve)	\$ 7,410,974	\$ 7,498,380	101.18%	\$ 7,354,399	\$ 7,316,832
State Aid, Per Capita	\$ 4,835,667	\$ 707,005	14.62%	\$ 551,759	\$ 4,988,373
Sale of Surplus Power	\$ 3,156,000	\$ 1,302,532	41.27%	\$ 1,319,236	\$ 2,706,571
Refuse and Garbage Charges	\$ 693,000	\$ 390,661	56.37%	\$ 377,536	\$ 698,933
State Aid, Mortgage Tax	\$ 400,000	\$ 193,443	48.36%	\$ 252,383	\$ 398,710
Utilities Gross Income Tax	\$ 318,000	\$ 162,173	51.00%	\$ 104,965	\$ 346,709
Interest and Earnings	\$ 127,000	\$ 45,639	35.94%	\$ 63,140	\$ 108,037
Payments in Lieu of Taxes	\$ 126,770	\$ 115,820	91.36%	\$ 124,117	\$ 128,018
Interest/Penalties on Property Taxes	\$ 110,000	\$ 22,637	20.58%	\$ 24,618	\$ 115,443
Subtotal	\$ 32,477,411	\$ 18,791,795	57.86%	\$ 17,887,607	\$ 32,030,719
All Other General Fund Revenues	\$ 2,608,467	\$ 876,363	33.60%	\$ 842,039	\$ 3,006,069
Total	\$ 35,085,878	\$ 19,668,158	56.06%	\$ 18,729,646	\$ 35,036,788

**Real Property Tax Collections:** Gross property tax revenue for FY 10-11 is \$7,487,431 of which \$214,301 or 2.86% remained uncollected at the end of the quarter. Adjusted for the 218 Stone Street parcel owned by MGNH the outstanding amount is \$115,619 or 1.54%. Last year at this time \$197,726 or 2.64% of the gross property tax revenue of \$7,343,895 remained uncollected.

**Interest and Penalties on Property Taxes:** Revenue was down compared to last year by \$1,981 or 8.05%. Due to the continued increase in participation of outside investors at the City tax sale certificate auctions the City continues to realize a decrease in the number of tax sale certificates held by being the default bidder and thus a lower amount of revenue from interest and penalties on tax sale certificate redemptions.

**Sales Tax Revenue:** The City's sales tax collections are above last year's actual results by \$638,052 or 8.27%. Compared to the adopted budget, revenue is up \$599,074 or 7.73%.

**Sale of Surplus Power:** The City's sale of surplus power is down compared to last year by \$16,904 or 1.27%. Compared to FY 2008/09 revenue is down \$237,315 or 15.41%.

**Utilities Gross Income Tax Revenue:** Under General Municipal Law, the City imposes a 1% tax on the gross income from every utility doing business in the City. Revenue is up compared to last year by \$ 57,208 or 54.50% due in part to the disputed method in which National Grid was remitting gross receipt taxes to municipalities last year.

**Mortgage Tax Revenue:** The City receives 1/2% tax for each mortgage recorded on property located within the City. Revenue for the year is down \$58,940 or 23.35% compared to last year.

**NYS Unrestricted Aid and AIM funding:** The City's revenue from the NYS Aid and Incentives to Municipalities program (AIM) is higher than last year at this time by \$155,246 due in part to last year's 10% payment withholding of \$61,307 that was ultimately paid in January 2010. The remainder of the difference is due to the fact that the State based the December 2010 payment on the December 2008 amount less the 1.1% withholding amount for the State's FMAP contingency budget rather than basing the payment on the December 2009 amount. This is a timing issue that should correct itself with the March payment.

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**GENERAL FUND EXPENDITURES**

The following 10 departments / categories represent 86% of the General Fund budgeted expenditures. General fund expenditures are up by \$526,461 or 2.60% compared to last year.

GENERAL FUND EXPENDITURES	2010-11	Current Y-T-D	Y-T-D % of Budget	Prior Y-T-D	2009-10
	Revised Budget		(Dec. = 50%)		Actual (Unaudited)
Fire	\$ 7,986,475	\$ 4,035,429	50.53%	\$ 3,817,739	\$ 7,397,772
Police	\$ 7,138,059	\$ 3,589,798	50.29%	\$ 3,273,496	\$ 6,617,824
Department of Public Works	\$ 5,103,365	\$ 2,231,991	43.74%	\$ 2,200,600	\$ 4,772,466
Debt Service	\$ 3,444,674	\$ 1,661,530	48.23%	\$ 1,580,931	\$ 3,794,158
Health Insurance-Retirees	\$ 3,181,827	\$ 1,550,173	48.72%	\$ 1,608,728	\$ 3,234,349
Parks and Recreation	\$ 1,151,161	\$ 627,488	54.51%	\$ 632,105	\$ 1,130,807
Library Transfer	\$ 1,066,499	\$ 494,000	46.32%	\$ 501,000	\$ 984,210
Traffic Control & Lighting	\$ 787,972	\$ 359,328	45.60%	\$ 377,277	\$ 756,213
Bus	\$ 747,549	\$ 404,031	54.05%	\$ 415,653	\$ 801,267
Transfer to Capital Projects	\$ 580,000	\$ 115,177	19.86%	\$ 123,783	\$ 381,404
SUBTOTAL	\$ 31,187,582	\$ 15,068,944	48.32%	\$ 14,531,312	\$ 29,870,470
All Other Departments/Transfers	\$ 5,138,741	\$ 2,291,212	44.59%	\$ 2,302,383	\$ 4,456,464
TOTAL	\$ 36,326,322	\$ 17,360,156	47.79%	\$ 16,833,695	\$ 34,326,934

**GENERAL FUND - PERSONAL SERVICES**

Personal service expenditures account for over 41% of the general fund budgeted expenditures. The following table presents the 10 largest departmental budgeted personal services. These 10 departments represent nearly 83% of the budgeted general fund personal service expenditures. Fire department overtime was down compared to last year by \$26,637 or 8.74%. Police department overtime was down \$24,924 or 10.07%.

Department	2010-11	Current Y-T-D	Y-T-D % of Budget	Prior Y-T-D	2009-10
	Revised Budget		(Dec. = 50%)		Actual (Unaudited)
Fire	\$ 5,073,379	\$ 2,402,871	47.36%	\$ 2,306,693	\$ 4,941,762
Police	\$ 4,318,971	\$ 2,057,557	47.64%	\$ 2,026,062	\$ 4,316,723
DPW Snow Removal	\$ 496,408	\$ 102,313	20.61%	\$ 81,148	\$ 538,137
Engineering	\$ 491,190	\$ 216,569	44.09%	\$ 220,012	\$ 524,419
DPW Administration	\$ 364,732	\$ 177,156	48.57%	\$ 172,934	\$ 345,767
Municipal Executive	\$ 344,271	\$ 125,745	36.53%	\$ 163,739	\$ 423,255
DPW Refuse & Garbage	\$ 343,045	\$ 171,803	50.08%	\$ 143,145	\$ 280,935
DPW Central Garage	\$ 328,094	\$ 154,352	47.04%	\$ 151,535	\$ 313,153
Bus	\$ 308,067	\$ 142,566	46.28%	\$ 151,952	\$ 313,452
Comptroller	\$ 303,535	\$ 144,571	47.63%	\$ 141,904	\$ 292,815
SUBTOTAL	\$ 12,371,692	\$ 5,695,502	46.04%	\$ 5,559,126	\$ 12,290,418
All Other Departments	\$ 2,565,899	\$ 1,354,211	52.78%	\$ 1,379,514	\$ 2,437,665
TOTAL	\$ 14,937,591	\$ 7,049,714	47.19%	\$ 6,938,640	\$ 14,728,083

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**WATER FUND**

Revenues were higher compared to last year by \$127,088 or 6.29%. The quarterly bills through December to DANC are down slightly by \$4,650 or 1.76% compared to last year. Expenditures are higher by \$84,103 or 3.62% compared to last year.

	2010-11		Y-T-D % of Budget		2009-10
Water Fund Summary	Revised Budget	Y-T-D Actual	(Dec. = 50%)	Prior Y-T-D	Actual (Unaudited)
Revenues	\$ 4,609,475	\$ 2,148,869	46.62%	\$ 2,021,782	\$ 4,621,827
Expenditures	\$ 4,696,812	\$ 2,404,875	51.20%	\$ 2,320,772	\$ 4,464,276
Net Change in Fund Balance	\$ (87,337)	\$ (256,006)		\$ (298,991)	\$ 157,551

**SEWER FUND**

Revenues have increased from last year, up \$298,095 or 14.68%. Revenues from tanker hauled sludge and leachate have increased \$88,746 or 49.14%. Revenues from other governments is up \$112,779 or 21.63%. Expenditures have increased by \$38,956 or 1.89% compared to last year.

	2010-11		Y-T-D % of Budget		2009-10
Sewer Fund Summary	Revised Budget	Y-T-D Actual	(Dec. = 50%)	Prior Y-T-D	Actual (Unaudited)
Revenues	\$ 4,461,500	\$ 2,328,865	52.20%	\$ 2,030,771	\$ 4,802,797
Expenditures	\$ 4,325,062	\$ 2,096,970	48.48%	\$ 2,058,014	\$ 4,302,426
Net Change in Fund Balance	\$ 136,438	\$ 231,895		\$ (27,243)	\$ 500,370

**LIBRARY FUND**

Excluding the transfer from the General Fund, revenues are up compared to last year by \$490 or 1.50%. Expenditures were down by \$10,896 or 2.03% compared to last year.

	2010-11		Y-T-D % of Budget		2009-10
Library Fund Summary	Revised Budget	Y-T-D Actual	(Dec. = 50%)	Prior Y-T-D	Actual (Unaudited)
Revenues	\$ 1,133,423	\$ 527,051	46.50%	\$ 533,561	\$ 1,052,422
Expenditures	\$ 1,173,704	\$ 526,843	44.89%	\$ 537,739	\$ 1,053,916
Net Change in Fund Balance	\$ (40,281)	\$ 208		\$ (4,178)	\$ (1,494)

The majority of the Library revenues shown in this fund are a result of the library transfer expense (\$494,000) shown up above in the General Fund Expenditures section. All available library revenues such as fines and grants are utilized prior to any transfer from the General Fund.

**SELF-INSURANCE FUND**

Revenues are down compared to last year by \$310,082 or 7.90% due to the decreased premium rate. Expenditures were up by \$192,548 or 6.00% compared to last year.

	2010-11		Y-T-D % of Budget		2009-10
Self-Insurance Fund Summary	Revised Budget	Y-T-D Actual	(Dec. = 50%)	Prior Y-T-D	Actual (Unaudited)
Revenues	\$ 7,559,936	\$ 3,614,348	47.81%	\$ 3,924,430	\$ 8,326,132
Expenditures	\$ 7,849,936	\$ 3,401,285	43.33%	\$ 3,208,737	\$ 7,531,785
Net Change in Fund Balance	\$ (290,000)	\$ 213,063		\$ 715,693	\$ 794,347

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	2010-11 Revised Budget	Current Y-T-D	Y-T-D % of Budget (Dec. = 50%)	Prior Y-T-D	2009-10 Actual	Current YTD vs. Prior YTD	
						Variance	%
<b>General Fund Revenues</b>							
Real Property Taxes	\$ 7,487,424	\$ 7,487,431	100.00%	\$ 7,343,895	\$ 7,343,895	\$ 143,536	1.95%
Special Assessments (sidewalks)	\$ 13,550	\$ 10,949	80.81%	\$ 10,505	\$ 10,463	\$ 445	4.23%
Real Property Tax Reserve	\$ (90,000)	\$ -	0.00%	\$ -	\$ (37,526)	\$ -	0.00%
Federal Payments in Lieu of Taxes	\$ 25,500	\$ -	0.00%	\$ -	\$ 31,102	\$ -	0.00%
Other Payments in Lieu of Taxes	\$ 101,270	\$ 115,820	114.37%	\$ 124,117	\$ 96,915	\$ (8,296)	-6.68%
Interest/Penalties on Property Taxes	\$ 110,000	\$ 22,637	20.58%	\$ 24,618	\$ 115,443	\$ (1,981)	-8.05%
State Admin. Sales & Use Tax	\$ 15,300,000	\$ 8,353,505	54.60%	\$ 7,715,453	\$ 15,223,095	\$ 638,052	8.27%
Utilities Gross Income Tax	\$ 318,000	\$ 162,173	51.00%	\$ 104,965	\$ 346,709	\$ 57,208	54.50%
Franchises	\$ 434,700	\$ 177,140	40.75%	\$ 135,184	\$ 415,047	\$ 41,956	31.04%
Tax Sale Advertising	\$ 12,000	\$ -	0.00%	\$ 60	\$ 13,080	\$ (60)	-100.00%
Comptroller's Fees	\$ 7,500	\$ 4,282	57.09%	\$ 3,515	\$ 7,192	\$ 767	21.82%
Assessor's Fees	\$ 375	\$ 148	39.40%	\$ 100	\$ 543	\$ 48	48.12%
Clerk Fees	\$ 115,000	\$ 53,924	46.89%	\$ 48,995	\$ 103,829	\$ 4,929	10.06%
Civil Service Fees	\$ 1,200	\$ -	0.00%	\$ -	\$ 3,397	\$ -	0.00%
Police Fees	\$ 4,000	\$ 1,328	33.19%	\$ 1,603	\$ 4,109	\$ (275)	-17.17%
Demolition Charges	\$ -	\$ -	0.00%	\$ -	\$ -	\$ -	0.00%
Public Works Fees	\$ 80,000	\$ 49,725	62.16%	\$ 45,476	\$ 94,879	\$ 4,249	9.34%
DPW Charges - Fuel	\$ 25,695	\$ 10,170	39.58%	\$ 9,539	\$ 22,032	\$ 630	6.61%
Bus Fares	\$ 165,000	\$ 75,325	45.65%	\$ 81,349	\$ 158,874	\$ (6,024)	-7.40%
Bus Advertising	\$ 7,500	\$ 8,275	110.33%	\$ 2,510	\$ 4,872	\$ 5,765	229.68%
Parks & Recreation Charges	\$ 7,500	\$ 1,714	22.85%	\$ 4,105	\$ 11,874	\$ (2,391)	-58.25%
Recreation Concessions	\$ 35,000	\$ 19,647	56.13%	\$ 17,674	\$ 35,363	\$ 1,973	11.16%
Special Recreation Facility Charges	\$ -	\$ -	0.00%	\$ 18,000	\$ 24,000	\$ (18,000)	-100.00%
Pool Fees	\$ 500	\$ -	0.00%	\$ 337	\$ 337	\$ (337)	-100.00%
Arena Fees	\$ 121,600	\$ 21,600	17.76%	\$ 11,407	\$ 106,861	\$ 10,193	89.36%
Skating Rink Charges	\$ 50,000	\$ 20,513	41.03%	\$ 24,889	\$ 50,800	\$ (4,376)	-17.58%
Zoning Fees	\$ 3,000	\$ 1,256	41.87%	\$ 1,200	\$ 2,925	\$ 56	4.67%
Refuse and Garbage Charges	\$ 500,000	\$ 254,320	50.86%	\$ 246,485	\$ 497,138	\$ 7,835	3.18%
Toter Fees	\$ 193,000	\$ 136,341	70.64%	\$ 131,051	\$ 201,795	\$ 5,290	4.04%
Sale of Surplus Power	\$ 3,156,000	\$ 1,302,532	41.27%	\$ 1,319,236	\$ 2,706,571	\$ (16,704)	-1.27%
Taxes/Assessment Svcs. Other Govt.	\$ 4,495	\$ 4,497	100.04%	\$ 4,502	\$ 4,502	\$ (5)	-0.10%
Civil Service Charges-School District	\$ 26,600	\$ 27,103	101.89%	\$ -	\$ 27,085	\$ 27,103	#DIV/0!
Police Services	\$ 92,775	\$ 33,498	36.11%	\$ 27,975	\$ 91,814	\$ 5,523	19.74%
Transportation Services, Other Govts.	\$ -	\$ -	0.00%	\$ -	\$ 10,000	\$ -	0.00%
Misc. Revenues, Other Govts.	\$ -	\$ -	0.00%	\$ -	\$ 15,916	\$ -	0.00%
Interest and Earnings	\$ 127,000	\$ 45,639	35.94%	\$ 63,140	\$ 108,037	\$ (17,501)	-27.72%
Rental of Real Property	\$ 53,550	\$ 33,150	61.90%	\$ 8,958	\$ 27,115	\$ 24,192	270.06%
Business and Occupational Licenses	\$ 6,000	\$ 2,300	38.33%	\$ 2,750	\$ 6,087	\$ (450)	-16.36%
Games of Chance Licenses	\$ 100	\$ 30	30.00%	\$ 30	\$ 80	\$ -	0.00%
Bingo Licenses	\$ 4,000	\$ 3,563	89.07%	\$ 2,157	\$ 3,778	\$ 1,406	65.20%
Building & Alterations Permits	\$ 50,000	\$ 33,051	66.10%	\$ 16,568	\$ 40,644	\$ 16,483	99.49%
City Permits	\$ 17,000	\$ 75	0.44%	\$ 3,970	\$ 18,928	\$ (3,895)	-98.11%
Plumbing Permits	\$ -	\$ -	0.00%	\$ -	\$ -	\$ -	0.00%
Sanitary Sewer Permits	\$ 2,000	\$ 3,260	163.00%	\$ 760	\$ 13,715	\$ 2,500	328.95%
Storm Sewer Permits	\$ 500	\$ -	0.00%	\$ 825	\$ 950	\$ (825)	-100.00%
Fines & Forfeited Bail	\$ 135,000	\$ 41,878	31.02%	\$ 51,499	\$ 106,463	\$ (9,622)	-18.68%
Scrap & Excess Materials Sale	\$ 4,500	\$ 13,861	308.03%	\$ 729	\$ 9,211	\$ 13,133	1802.31%
Minor Sales	\$ -	\$ 200	0.00%	\$ -	\$ 32	\$ 200	#DIV/0!
Sale of Real Property	\$ 5,000	\$ 1,053	21.06%	\$ 3,626	\$ 17,191	\$ (2,573)	-70.95%
Sale of Equipment	\$ 5,000	\$ 8,903	178.06%	\$ -	\$ 16,383	\$ 8,903	#DIV/0!
Insurance Recoveries	\$ 22,500	\$ 6,343	28.19%	\$ 7,721	\$ 13,842	\$ (1,378)	-17.85%
Other Compensation for Loss	\$ -	\$ -	0.00%	\$ -	\$ -	\$ -	0.00%
Refund of Prior Year Expense	\$ 5,000	\$ 373	7.47%	\$ 1,980	\$ 2,079	\$ (1,606)	-81.14%
Gifts & Donations	\$ 5,000	\$ 3,150	63.00%	\$ 6,750	\$ 18,407	\$ (3,600)	-53.33%
Other Unclassified Revenues	\$ 1,000	\$ 2,657	265.74%	\$ 50	\$ 406	\$ 2,608	5237.26%
Central Printing & Mailing	\$ 2,700	\$ 1,548	57.32%	\$ 1,252	\$ 2,809	\$ 296	23.63%
Central Garage	\$ 85,000	\$ 52,602	61.88%	\$ 41,696	\$ 85,470	\$ 10,905	26.15%
State Aid, Per Capita	\$ 4,835,667	\$ 707,005	14.62%	\$ 551,759	\$ 4,988,373	\$ 155,246	28.14%
State Aid, Real Property Tax Law	\$ -	\$ -	0.00%	\$ -	\$ -	\$ -	0.00%
State Aid, Mortgage Tax	\$ 400,000	\$ 193,443	48.36%	\$ 252,383	\$ 398,710	\$ (58,940)	-23.35%
State Aid, STAR	\$ -	\$ -	0.00%	\$ -	\$ -	\$ -	0.00%
State Aid, Records Management	\$ -	\$ -	0.00%	\$ -	\$ -	\$ -	0.00%
State Aid, Other	\$ -	\$ -	0.00%	\$ -	\$ -	\$ -	0.00%

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	2010-11	Current Y-T-D	Y-T-D % of Budget (Dec. = 50%)	Prior Y-T-D	2009-10	Current YTD vs. Prior YTD	
	Revised Budget				Actual	Variance	%
State Reimbursement-Worker's Comp.	\$ 65,000	\$ 10,653	16.39%	\$ 5,957	\$ 60,110	\$ 4,696	78.82%
State Reimbursement-Court Security	\$ 32,500	\$ -	0.00%	\$ -	\$ 27,471	\$ -	0.00%
State Reimbursement-Court Postage	\$ 1,752	\$ 876	50.00%	\$ 876	\$ 1,752	\$ -	0.00%
State Reimbursement-CHIPs	\$ 5,000	\$ 6,240	124.80%	\$ 2,779	\$ 7,516	\$ 3,461	124.51%
State Mass Transportation Assistance	\$ 180,000	\$ 85,571	47.54%	\$ 88,831	\$ 255,509	\$ (3,260)	-3.67%
State Aid-Transportation Grants	\$ -	\$ -	0.00%	\$ -	\$ 7,033	\$ -	0.00%
State Aid, Youth Program	\$ 8,915	\$ -	0.00%	\$ -	\$ 10,211	\$ -	0.00%
State Aid, Juvenile Program	\$ 5,800	\$ -	0.00%	\$ -	\$ 6,146	\$ -	0.00%
State Aid, Other Home & Community Service	\$ 133,960	\$ -	0.00%	\$ -	\$ 23,788	\$ -	0.00%
State Aid, Codes	\$ -	\$ -	0.00%	\$ -	\$ -	\$ -	0.00%
Fed Aid - Other (TSA)	\$ -	\$ -	0.00%	\$ -	\$ -	\$ -	0.00%
Federal Aid Police Block Grant	\$ -	\$ -	0.00%	\$ 84,330	\$ 127,336	\$ (84,330)	-100.00%
Federal Aid Highway Safety	\$ 10,500	\$ 7,529	71.71%	\$ -	\$ 6,585	\$ 7,529	#DIV/0!
Federal Transportation Assistance	\$ 124,600	\$ -	0.00%	\$ -	\$ 116,400	\$ -	0.00%
Federal Aid-Transportation Grants	\$ -	\$ -	0.00%	\$ -	\$ 56,261	\$ -	0.00%
Federal Aid-Other Home & Community Serv.	\$ -	\$ -	0.00%	\$ 5,049	\$ -	\$ (5,049)	-100.00%
Interfund Transfers	\$ 442,150	\$ 47,353	10.71%	\$ 64,476	\$ 707,033	\$ (17,123)	-26.56%
Total Revenue	\$ 35,085,878	\$ 19,668,158	56.06%	\$ 18,729,646	\$ 35,036,788	\$ 938,512	5.01%
Appropriated Fund Balance	\$ 1,107,500	\$ -	0.00%	\$ -	\$ -	\$ -	0.00%
Revenue and Fund Balance	\$ 36,193,378	\$ 19,668,158	54.34%	\$ 18,729,646	\$ 35,036,788	\$ 938,512	5.01%
<b>General Fund Expenditures</b>							
Legislative Board	\$ 66,677	\$ 35,829	53.74%	\$ 33,678	\$ 65,112	\$ 2,151	6.39%
Mayor	\$ 27,369	\$ 17,018	62.18%	\$ 16,473	\$ 25,074	\$ 545	3.31%
Municipal Executive	\$ 496,101	\$ 202,461	40.81%	\$ 241,935	\$ 420,747	\$ (39,473)	-16.32%
Comptroller	\$ 509,266	\$ 265,992	52.23%	\$ 250,143	\$ 480,979	\$ 15,849	6.34%
Purchasing	\$ 129,051	\$ 67,672	52.44%	\$ 63,012	\$ 125,398	\$ 4,660	7.40%
Assessment	\$ 267,641	\$ 125,901	47.04%	\$ 125,989	\$ 247,955	\$ (88)	-0.07%
Tax Advertising	\$ 14,600	\$ 220	1.51%	\$ 320	\$ 14,546	\$ (100)	-31.28%
Property Acquired for Taxes	\$ 52,550	\$ 21,343	40.62%	\$ 1,638	\$ 3,394	\$ 19,705	1202.83%
Fiscal Agent Fees	\$ 2,390	\$ -	0.00%	\$ 2,955	\$ 2,955	\$ (2,955)	-100.00%
Clerk	\$ 203,481	\$ 107,007	52.59%	\$ 103,277	\$ 199,036	\$ 3,731	3.61%
Law	\$ 191,800	\$ 86,786	45.25%	\$ 79,298	\$ 180,221	\$ 7,488	9.44%
Civil Service	\$ 71,925	\$ 34,421	47.86%	\$ 44,987	\$ 73,895	\$ (10,566)	-23.49%
Engineering	\$ 731,956	\$ 337,452	46.10%	\$ 335,234	\$ 656,623	\$ 2,218	0.66%
DPW Administration	\$ 649,233	\$ 311,185	47.93%	\$ 296,439	\$ 638,704	\$ 14,746	4.97%
Buildings	\$ 188,448	\$ 78,683	41.75%	\$ 105,324	\$ 190,764	\$ (26,641)	-25.29%
Central Garage	\$ 682,682	\$ 305,533	44.75%	\$ 273,055	\$ 610,786	\$ 32,478	11.89%
Central Printing & Mailing	\$ 81,004	\$ 28,216	34.83%	\$ 26,299	\$ 70,072	\$ 1,916	7.29%
Information Technology	\$ 480,903	\$ 268,425	55.82%	\$ 267,059	\$ 450,014	\$ 1,366	0.51%
Judgements & Claims	\$ 50,000	\$ 44,509	89.02%	\$ -	\$ -	\$ 44,509	#DIV/0!
Land	\$ -	\$ -	0.00%	\$ -	\$ -	\$ -	0.00%
Taxes on Property	\$ 29,200	\$ 28,761	98.50%	\$ 28,730	\$ 29,121	\$ 31	0.11%
Contingency	\$ 180,747	\$ -	0.00%	\$ -	\$ -	\$ -	0.00%
Police	\$ 7,138,059	\$ 3,589,798	50.29%	\$ 3,273,496	\$ 6,617,824	\$ 316,302	9.66%
Fire	\$ 7,986,475	\$ 4,035,429	50.53%	\$ 3,817,739	\$ 7,397,772	\$ 217,690	5.70%
Control of Animals	\$ 89,651	\$ -	0.00%	\$ -	\$ 85,382	\$ -	0.00%
Safety Inspection	\$ 328,158	\$ 153,105	46.66%	\$ 148,030	\$ 297,084	\$ 5,075	3.43%
DPW Municipal Maintenance	\$ 544,988	\$ 295,577	54.24%	\$ 297,411	\$ 539,129	\$ (1,834)	-0.62%
DPW Road Maintenance	\$ 754,765	\$ 321,101	42.54%	\$ 369,044	\$ 718,231	\$ (47,943)	-12.99%
DPW Snow Removal	\$ 1,192,309	\$ 359,517	30.15%	\$ 350,898	\$ 1,019,436	\$ 8,619	2.46%
Hydro Electric Production	\$ 306,500	\$ 139,300	45.45%	\$ 143,127	\$ 302,476	\$ (3,827)	-2.67%
Traffic Control & Lighting	\$ 787,972	\$ 359,328	45.60%	\$ 377,277	\$ 756,213	\$ (17,949)	-4.76%
Bus	\$ 747,549	\$ 404,031	54.05%	\$ 415,653	\$ 801,267	\$ (11,622)	-2.80%
Off Street Parking	\$ 67,219	\$ 29,068	43.24%	\$ 46,867	\$ 53,753	\$ (17,799)	-37.98%
Community Action	\$ 52,000	\$ 26,000	50.00%	\$ 26,000	\$ 52,000	\$ -	0.00%
Publicity	\$ 8,250	\$ 2,183	26.46%	\$ -	\$ 440	\$ 2,183	#DIV/0!
IND CTR, LDC, EDZ	\$ -	\$ -	0.00%	\$ -	\$ -	\$ -	0.00%
Recreation Administration	\$ 163,269	\$ 81,761	50.08%	\$ 96,459	\$ 163,194	\$ (14,699)	-15.24%
Thompson Park	\$ 275,796	\$ 149,061	54.05%	\$ 155,505	\$ 265,445	\$ (6,444)	-4.14%
Recreation Playgrounds	\$ 54,338	\$ 36,631	67.41%	\$ 42,497	\$ 52,898	\$ (5,865)	-13.80%
Recreation Fairgrounds	\$ 106,007	\$ 65,210	61.52%	\$ 54,700	\$ 109,118	\$ 10,510	19.21%
Recreation Athletic Programs	\$ 58,233	\$ 25,533	43.85%	\$ 29,408	\$ 45,900	\$ (3,875)	-13.18%
Recreation Outdoor Swimming Pool	\$ 147,641	\$ 91,048	61.67%	\$ 91,448	\$ 148,394	\$ (400)	-0.44%
Recreation Ice Arena	\$ 345,877	\$ 178,244	51.53%	\$ 162,088	\$ 345,858	\$ 16,156	9.97%

**CITY OF WATERTOWN**  
**FY 2010/11 FINANCIAL REPORT (UNAUDITED)**  
**THROUGH THE FISCAL YEAR ENDED DECEMBER 31, 2010**

	2010-11 Revised Budget	Current Y-T-D	Y-T-D % of Budget (Dec. = 50%)	Prior Y-T-D	2009-10 Actual	Current YTD vs. Prior YTD	
						Variance	%
Historian	\$ 250	\$ -	0.00%	\$ -	\$ 187	\$ -	0.00%
Zoning	\$ 2,500	\$ 671	26.84%	\$ 655	\$ 1,186	\$ 16	2.43%
Planning	\$ 85,000	\$ 4,792	5.64%	\$ 35,656	\$ 65,706	\$ (30,863)	-86.56%
DPW Storm Sewer	\$ 335,681	\$ 196,558	58.55%	\$ 200,785	\$ 330,109	\$ (4,227)	-2.11%
DPW Refuse & Garbage	\$ 943,707	\$ 442,519	46.89%	\$ 412,967	\$ 916,071	\$ 29,552	7.16%
Worker's Compensation	\$ 93,200	\$ 22,935	24.61%	\$ 26,043	\$ 96,945	\$ (3,108)	-11.93%
Unemployment Insurance	\$ 7,500	\$ 1,685	22.47%	\$ 3,251	\$ 13,326	\$ (1,566)	-48.17%
Health Insurance-Retirees	\$ 3,181,827	\$ 1,550,173	48.72%	\$ 1,608,728	\$ 3,234,349	\$ (58,555)	-3.64%
Medicare Reimbursements	\$ 251,026	\$ 130,913	52.15%	\$ 119,150	\$ 241,877	\$ 11,762	9.87%
Compensated Absences	\$ 25,000	\$ -	0.00%	\$ -	\$ (32,489)	\$ -	0.00%
Other Employee Benefits	\$ 12,378	\$ 4,864	39.30%	\$ 2,253	\$ 7,686	\$ 2,611	115.89%
General Liability Reserve Transfer	\$ 25,000	\$ 25,000	100.00%	\$ 25,000	\$ 25,000	\$ -	0.00%
Library Transfer	\$ 1,066,499	\$ 494,000	46.32%	\$ 501,000	\$ 984,210	\$ (7,000)	-1.40%
Serial Bonds - Principal	\$ 2,439,879	\$ 1,146,200	46.98%	\$ 1,027,200	\$ 2,718,219	\$ 119,000	11.58%
Serial Bonds-Interest	\$ 974,295	\$ 500,469	51.37%	\$ 538,648	\$ 1,045,996	\$ (38,179)	-7.09%
Bond Anticipation Notes - Principal	\$ -	\$ -	0.00%	\$ -	\$ -	\$ -	0.00%
Bond Anticipation Notes-Interest	\$ -	\$ -	0.00%	\$ -	\$ -	\$ -	0.00%
NYPA Loan Principal	\$ 30,000	\$ 14,677	48.92%	\$ 14,319	\$ 28,942	\$ 358	2.50%
NYPA Loan Interest	\$ 500	\$ 184	36.82%	\$ 764	\$ 1,001	\$ (580)	-75.89%
Capital Reserve Fund	\$ -	\$ -	0.00%	\$ -	\$ -	\$ -	0.00%
Capital Fund Transfer	\$ 580,000	\$ 115,177	19.86%	\$ 123,783	\$ 381,404	\$ (8,605)	-6.95%
Black River Trust Fund Transfer	\$ 10,000	\$ -	0.00%	\$ -	\$ 10,000	\$ -	0.00%
<b>TOTAL</b>	<b>\$ 36,326,322</b>	<b>\$ 17,360,156</b>	<b>47.79%</b>	<b>\$ 16,833,695</b>	<b>\$ 34,326,934</b>	<b>\$ 526,461</b>	<b>3.13%</b>
<b>Water Fund Revenues</b>							
Water Rents	\$ 3,153,950	\$ 1,747,884	55.42%	\$ 1,618,379	\$ 3,617,752	\$ 129,505	8.00%
Unmetered Water	\$ 12,000	\$ 6,910	57.58%	\$ 7,239	\$ 15,726	\$ (330)	-4.56%
Outside User Fees	\$ 1,112,000	\$ 259,950	23.38%	\$ 264,599	\$ 544,160	\$ (4,650)	-1.76%
Water Service Charges	\$ 65,000	\$ 24,044	36.99%	\$ 35,539	\$ 90,366	\$ (11,495)	-32.34%
Interest & Penalties on Water Rents	\$ 75,000	\$ 41,888	55.85%	\$ 40,181	\$ 69,620	\$ 1,707	4.25%
Interest Earnings	\$ 11,000	\$ 2,527	22.98%	\$ 3,182	\$ 4,854	\$ (654)	-20.57%
Sale of Scrap	\$ 1,250	\$ 1,130	90.40%	\$ 1,324	\$ 1,785	\$ (194)	-14.66%
Sale of Equipment	\$ 1,000	\$ 1,700	170.00%	\$ -	\$ -	\$ 1,700	#DIV/0!
Insurance Recoveries	\$ 1,000	\$ -	0.00%	\$ 2,305	\$ 5,870	\$ (2,305)	-100.00%
Refund of Prior Years Expenditure	\$ 100	\$ -	0.00%	\$ 62	\$ 68	\$ (62)	-100.00%
Premium on Obligations	\$ -	\$ -	0.00%	\$ -	\$ -	\$ -	0.00%
Unclassified Revenues	\$ 100	\$ 117	116.75%	\$ 98	\$ 2,121	\$ 18	18.82%
Metered Water Sales Funds	\$ 95,000	\$ 61,657	64.90%	\$ 48,873	\$ 96,409	\$ 12,784	26.16%
State Aid - CHIPS	\$ -	\$ 1,063	0.00%	\$ -	\$ -	\$ -	0.00%
State Aid - Home & Community	\$ 8,075	\$ -	0.00%	\$ -	\$ -	\$ -	0.00%
Interfund Transfers	\$ 74,000	\$ -	0.00%	\$ -	\$ 173,098	\$ -	0.00%
Total Revenue	\$ 4,609,475	\$ 2,148,869	46.62%	\$ 2,021,782	\$ 4,621,827	\$ 127,088	6.29%
Appropriated Fund Balance	\$ 156,227	\$ 256,006	163.87%	\$ 298,991	\$ -	\$ (42,985)	-14.38%
Revenue and Fund Balance	\$ 4,765,702	\$ 2,404,875	50.46%	\$ 2,320,772	\$ 4,621,827	\$ 84,103	3.62%
<b>Water Fund Expenditures</b>							
Taxes on Property	\$ 725	\$ 360	49.60%	\$ 330	\$ 672	\$ 29	8.87%
Contingency	\$ 46,750	\$ -	0.00%	\$ -	\$ -	\$ -	0.00%
Water Administration	\$ 263,069	\$ 132,910	50.52%	\$ 131,539	\$ 253,155	\$ 1,371	1.04%
Source of Supply, Power and Pump	\$ 585,526	\$ 204,859	34.99%	\$ 190,229	\$ 415,956	\$ 14,630	7.69%
Water Purification	\$ 1,427,873	\$ 726,016	50.85%	\$ 668,211	\$ 1,377,847	\$ 57,805	8.65%
Transmission and Distribution	\$ 1,175,630	\$ 581,578	49.47%	\$ 556,137	\$ 1,079,265	\$ 25,441	4.57%
Worker's Compensation	\$ 5,000	\$ 963	19.27%	\$ 492	\$ 4,719	\$ 471	95.86%
Unemployment Insurance	\$ -	\$ -	0.00%	\$ -	\$ -	\$ -	0.00%
Health Insurance	\$ 147,234	\$ 60,889	41.36%	\$ 71,859	\$ 154,631	\$ (10,970)	-15.27%
Medicare Reimbursements	\$ 13,303	\$ 6,073	45.65%	\$ 6,941	\$ -	\$ (868)	-12.50%
Compensated Absences	\$ 2,500	\$ -	0.00%	\$ -	\$ (3,533)	\$ -	0.00%
Other Employee Benefits	\$ 1,144	\$ 335	29.28%	\$ -	\$ -	\$ 335	#DIV/0!
General Liability Transfer	\$ 7,500	\$ 7,500	100.00%	\$ 7,500	\$ 7,500	\$ -	0.00%
Serial Bonds - Principal	\$ 811,782	\$ 542,700	66.85%	\$ 548,700	\$ 902,992	\$ (6,000)	-1.09%
Serial Bonds - Interest	\$ 178,776	\$ 96,448	53.95%	\$ 116,527	\$ 216,744	\$ (20,079)	-17.23%
Bond Anticipation Notes - Principal	\$ -	\$ -	0.00%	\$ -	\$ -	\$ -	0.00%
Bond Anticipation Notes-Interest	\$ -	\$ -	0.00%	\$ -	\$ -	\$ -	0.00%
Transfer to Coagulation Reserve	\$ 30,000	\$ -	0.00%	\$ -	\$ 30,000	\$ -	0.00%
Transfer to Capital	\$ -	\$ 44,243	0.00%	\$ 22,306	\$ 24,328	\$ 21,937	98.34%
<b>TOTAL</b>	<b>\$ 4,696,812</b>	<b>\$ 2,404,875</b>	<b>51.20%</b>	<b>\$ 2,320,772</b>	<b>\$ 4,464,276</b>	<b>\$ 84,103</b>	<b>3.62%</b>

**CITY OF WATERTOWN**  
**FY 2010/11 FINANCIAL REPORT (UNAUDITED)**  
**THROUGH THE FISCAL YEAR ENDED DECEMBER 31, 2010**

	2010-11 Revised Budget	Current Y-T-D	Y-T-D % of Budget (Dec. = 50%)	Prior Y-T-D	2009-10 Actual	Current YTD vs. Prior YTD	
						Variance	%
<b>Sewer Fund Revenues</b>							
Sewer Rents	\$ 2,792,200	\$ 1,237,676	44.33%	\$ 1,179,530	\$ 2,697,049	\$ 58,146	4.93%
Sewer Charges	\$ 269,250	\$ 269,334	100.03%	\$ 180,588	\$ 428,751	\$ 88,746	49.14%
Interest & Penalties on Sewer Rents	\$ 65,000	\$ 34,022	52.34%	\$ 33,363	\$ 59,232	\$ 658	1.97%
Sewer Rents-Governments	\$ 1,037,875	\$ 634,128	61.10%	\$ 521,350	\$ 1,118,282	\$ 112,779	21.63%
Interest Earnings	\$ 10,275	\$ 3,482	33.88%	\$ 1,774	\$ 2,507	\$ 1,708	96.27%
Permit Fees	\$ 22,000	\$ 21,000	95.45%	\$ 21,750	\$ 20,500	\$ (750)	-3.45%
Sale of Scrap	\$ 1,000	\$ -	0.00%	\$ -	\$ -	\$ -	0.00%
Sale of Equipment	\$ -	\$ -	0.00%	\$ -	\$ 14,550	\$ -	0.00%
Insurance Recovery	\$ -	\$ -	0.00%	\$ -	\$ -	\$ -	0.00%
Refund of Prior Years Expenditure	\$ -	\$ -	0.00%	\$ 115	\$ 115	\$ (115)	-100.00%
Premium on Obligations	\$ -	\$ -	0.00%	\$ -	\$ -	\$ -	0.00%
Unclassified Revenues	\$ -	\$ -	0.00%	\$ -	\$ -	\$ -	0.00%
Interfund Revenues	\$ 176,250	\$ 128,468	72.89%	\$ 92,151	\$ 163,716	\$ 36,317	39.41%
State Aid - Workers Compensation	\$ 5,500	\$ -	0.00%	\$ -	\$ 6,849	\$ -	0.00%
State Aid - CHIPSS	\$ -	\$ 756	0.00%	\$ -	\$ 767	\$ 756	#DIV/0!
State Aid - Home & Community	\$ 7,150	\$ -	0.00%	\$ -	\$ 767	\$ -	0.00%
Interfund Transfer	\$ 75,000	\$ -	0.00%	\$ 150	\$ 289,711	\$ (150)	-100.00%
Total Revenue	\$ 4,461,500	\$ 2,328,865	52.20%	\$ 2,030,771	\$ 4,802,797	\$ 298,095	14.68%
Appropriated Fund Balance	\$ (130,649)	\$ -	0.00%	\$ 27,243	\$ -	\$ (27,243)	-100.00%
Total Revenue	\$ 4,330,851	\$ 2,328,865	53.77%	\$ 2,058,014	\$ 4,802,797	\$ 270,851	13.16%

<b>Sewer Fund Expenditures</b>							
Sewer Administration	\$ 142,801	\$ 70,482	49.36%	\$ 69,836	\$ 136,538	\$ 646	0.93%
Sanitary Sewer	\$ 427,324	\$ 244,686	57.26%	\$ 217,421	\$ 386,377	\$ 27,265	12.54%
Sewage Treatment and Disposal	\$ 2,877,637	\$ 1,298,091	45.11%	\$ 1,331,057	\$ 2,643,406	\$ (32,966)	-2.48%
Contingency	\$ 39,080	\$ -	0.00%	\$ -	\$ -	\$ -	0.00%
Worker's Compensation	\$ 3,200	\$ 881	27.54%	\$ 389	\$ 3,741	\$ 492	126.32%
Unemployment Insurance	\$ -	\$ -	0.00%	\$ -	\$ -	\$ -	0.00%
Health Insurance- Retirees	\$ 119,394	\$ 59,697	50.00%	\$ 64,570	\$ 135,274	\$ (4,873)	-7.55%
Medicare Reimbursements	\$ 6,362	\$ 3,844	60.42%	\$ 3,663	\$ -	\$ 181	4.94%
Compensated Absences	\$ 1,000	\$ -	0.00%	\$ -	\$ 982	\$ -	0.00%
Other Employee Benefits	\$ 967	\$ 335	34.64%	\$ -	\$ -	\$ 335	#DIV/0!
General Liability Transfer	\$ 7,500	\$ 7,500	100.00%	\$ -	\$ 7,500	\$ 7,500	#DIV/0!
Serial Bonds - Principal	\$ 519,231	\$ 318,300	61.30%	\$ 273,300	\$ 502,681	\$ 45,000	16.47%
Serial Bonds - Interest	\$ 178,367	\$ 92,148	51.66%	\$ 96,757	\$ 184,965	\$ (4,608)	-4.76%
Bond Anticipation Notes - Principal	\$ -	\$ -	0.00%	\$ -	\$ -	\$ -	0.00%
Bond Anticipation Notes-Interest	\$ -	\$ -	0.00%	\$ -	\$ -	\$ -	0.00%
NYPA Principal	\$ 2,100	\$ 993	47.29%	\$ 969	\$ 1,958	\$ 24	2.50%
NYPA Interest	\$ 100	\$ 12	12.46%	\$ 52	\$ 68	\$ (39)	-75.89%
Transfer to Capital Fund	\$ -	\$ -	0.00%	\$ -	\$ 298,936	\$ -	0.00%
TOTAL	\$ 4,325,062	\$ 2,096,970	48.48%	\$ 2,058,014	\$ 4,302,426	\$ 38,956	1.89%

<b>Library Fund Revenues</b>							
Library Fines	\$ 17,000	\$ 8,089	47.58%	\$ 7,599	\$ 16,672	\$ 490	6.44%
Insurance Recovery	\$ -	\$ -	0.00%	\$ -	\$ -	\$ -	0.00%
Refund of Prior Years Expenditure	\$ -	\$ -	0.00%	\$ -	\$ -	\$ -	0.00%
Library Grant	\$ 49,924	\$ 24,962	50.00%	\$ 24,962	\$ 51,540	\$ 0	0.00%
Unclassified Revenues	\$ -	\$ -	0.00%	\$ -	\$ -	\$ -	0.00%
State Aid, Library Construction Grant	\$ -	\$ -	0.00%	\$ -	\$ -	\$ -	0.00%
Interfund Transfer	\$ 1,066,499	\$ 494,000	46.32%	\$ 501,000	\$ 984,210	\$ (7,000)	-1.40%
Total Revenue	\$ 1,133,423	\$ 527,051	46.50%	\$ 533,561	\$ 1,052,422	\$ (6,510)	-1.22%
Appropriated Fund Balance	\$ 40,000	\$ -	0.00%	\$ 4,178	\$ 1,494	\$ (4,178)	-100.00%
Revenue and Fund Balance	\$ 1,173,423	\$ 527,051	44.92%	\$ 537,739	\$ 1,053,916	\$ (10,688)	-1.99%

<b>Library Fund Expenditures</b>							
Contingency	\$ 16,297	\$ -	0.00%	\$ -	\$ -	\$ -	0.00%
Library Fund Expenditures	\$ 829,287	\$ 404,566	48.78%	\$ 410,299	\$ 823,844	\$ (5,733)	-1.40%
Worker's Compensation	\$ 1,500	\$ 354	23.59%	\$ 174	\$ 1,669	\$ 180	103.75%
Unemployment Insurance	\$ -	\$ -	0.00%	\$ -	\$ -	\$ -	0.00%
Health Insurance	\$ 90,989	\$ 56,132	61.69%	\$ 59,883	\$ 136,650	\$ (3,751)	-6.26%
Medicare Reimbursements	\$ 16,195	\$ 8,676	53.57%	\$ 8,676	\$ -	\$ -	0.00%
Compensated Absences	\$ 500	\$ -	0.00%	\$ -	\$ 139	\$ -	0.00%
Other Employee Benefits	\$ 515	\$ 167	32.52%	\$ -	\$ -	\$ 167	#DIV/0!

**CITY OF WATERTOWN**  
**FY 2010/11 FINANCIAL REPORT (UNAUDITED)**  
**THROUGH THE FISCAL YEAR ENDED DECEMBER 31, 2010**

	2010-11 Revised Budget	Current Y-T-D	Y-T-D % of Budget (Dec. = 50%)	Prior Y-T-D	2009-10 Actual	Current YTD vs. Prior YTD	
						Variance	%
Serial Bonds - Principal	\$ 51,084	\$ 38,000	74.39%	\$ 38,000	\$ 51,084	\$ -	0.00%
Serial Bonds - Interest	\$ 18,337	\$ 9,549	52.07%	\$ 10,644	\$ 20,528	\$ (1,095)	-10.29%
Bond Anticipation Notes - Principal	\$ -	\$ -	0.00%	\$ -	\$ -	\$ -	0.00%
Bond Anticipation Notes-Interest	\$ -	\$ -	0.00%	\$ -	\$ -	\$ -	0.00%
NYPA Principal	\$ 18,750	\$ 9,282	49.50%	\$ 9,056	\$ 18,304	\$ 227	2.50%
NYPA Interest	\$ 250	\$ 116	46.58%	\$ 483	\$ 633	\$ (366)	-75.88%
Transfer to Capital	\$ 130,000	\$ -	0.00%	\$ 526	\$ 1,065	\$ (526)	-100.00%
<b>TOTAL</b>	<b>\$ 1,173,704</b>	<b>\$ 526,843</b>	<b>44.89%</b>	<b>\$ 537,739</b>	<b>\$ 1,053,916</b>	<b>\$ (10,896)</b>	<b>-2.03%</b>

**Self-Insurance Fund Revenues**

Shared Service Charges	\$ 6,532,621	\$ 3,241,156	49.61%	\$ 3,485,255	\$ 6,922,797	\$ (244,099)	-7.00%
Interest and Earnings	\$ 10,000	\$ 5,563	55.63%	\$ 5,827	\$ 10,878	\$ (264)	-4.53%
Insurance Recoveries	\$ 200,000	\$ 45,923	22.96%	\$ 58,674	\$ 471,529	\$ (12,751)	-21.73%
Medicare Part D reimbursement	\$ 180,000	\$ -	0.00%	\$ 47,408	\$ 191,504	\$ (47,408)	-100.00%
Employee Contributions	\$ 572,315	\$ 278,235	48.62%	\$ 282,336	\$ 575,840	\$ (4,101)	-1.45%
Unclassified Revenues	\$ -	\$ -	0.00%	\$ -	\$ -	\$ -	0.00%
Prescription Reimbursements	\$ 65,000	\$ 43,471	66.88%	\$ 44,929	\$ 153,585	\$ (1,458)	-3.25%
<b>Total Revenue</b>	<b>\$ 7,559,936</b>	<b>\$ 3,614,348</b>	<b>47.81%</b>	<b>\$ 3,924,430</b>	<b>\$ 8,326,132</b>	<b>\$ (310,082)</b>	<b>-7.90%</b>
Appropriated Fund Balance	\$ 290,000	\$ -	0.00%	\$ -	\$ -	\$ -	0.00%
<b>Revenue and Fund Balance</b>	<b>\$ 7,849,936</b>	<b>\$ 3,615,315</b>	<b>46.06%</b>	<b>\$ 3,924,430</b>	<b>\$ 8,326,132</b>	<b>\$ (309,115)</b>	<b>-7.88%</b>

**Self-Insurance Fund Expenditures**

Administration	\$ 632,833	\$ 348,828	55.12%	\$ 333,504	\$ 572,569	\$ 15,325	4.60%
Medical Claims	\$ 4,664,073	\$ 1,926,831	41.31%	\$ 1,824,610	\$ 4,614,445	\$ 102,221	5.60%
Pharmacy Claims	\$ 2,553,030	\$ 1,125,626	44.09%	\$ 1,050,623	\$ 2,344,772	\$ 75,002	7.14%
<b>TOTAL</b>	<b>\$ 7,849,936</b>	<b>\$ 3,401,285</b>	<b>43.33%</b>	<b>\$ 3,208,737</b>	<b>\$ 7,531,785</b>	<b>\$ 192,548</b>	<b>6.00%</b>

March 2, 2011

To: The Honorable Mayor and City Council

From: Mary M. Corriveau, City Manager

Subject: Offer to Purchase Land, Samaritan Medical Center,  
Senior Living Village

Attached for City Council review and consideration is an offer to purchase land received from Samaritan Medical Center. This offer mirrors the per acre price appraisal price for the property owned by the Watertown City School District, \$9,500 per acre. In response to this request, I have made a call to Mr. Carman's office requesting a map of the actual property that Samaritan is asking to purchase. It is my recommendation that the City Council have an opportunity to look at the map prior to responding to this offer.



February 28, 2011

Mary Corriveau  
City Manager  
City Hall  
245 Washington St., Rm. 302  
Watertown, New York 13601



**Re: Samaritan Medical Center –  
Senior Living Village  
Offer to Purchase Land  
Project No. 2010-114**

Dear Ms. Corriveau:

Samaritan has received a HEAL 20 Grant to construct an additional 168 skilled nursing beds along with 120 Assisted Living Program (ALP) beds in our community. Plans are underway for the design and construction of the New Senior Living Village, on outer Washington Street. Samaritan is the lead organization in a multi-party community coalition consisting of Jefferson County, the Watertown Housing Authority, Carthage Area Hospital and others. This new Senior Living Campus will be a separate corporation owned by Samaritan.

As you may be aware, we have recently received an appraisal of the land owned by the Watertown City School District, adjacent to the City of Watertown land. The City School District has arranged for a public referendum, to obtain voter approval to sell a portion of their property to Samaritan Medical Center, for our project.

As expressed in our December 2010 correspondence, Samaritan Medical Center wishes to pursue the purchase of the City Land, specifically 4.15 of parcel Tax ID #: 13-23-102, in conjunction with the construction of the Senior Living Village. Based upon this appraisal we are prepared to offer \$9,500 / acre or \$39,425. This estimated acreage does not include the utility corridor that connects this City parcel to Washington Street. We understand that the City has some interest in a future trail system extending from the housing complex across the street. Likewise, this property is not essential to our project.

We understand that this correspondence will constitute our formal offer, which can now be considered by you and the City Council. We have commissioned a Phase I Environmental Site Assessment (ESA), which should be available within the next week. Obviously, we would want to condition our offer, based upon the findings of this report.

Mary Corriveau, City Manager  
Samaritan Medical Center – Senior Living Village  
Offer to Purchase Land  
February 28, 2011  
Project No. 2010-114  
Page | 2

Should you require additional information to move this transaction forward, please feel free to contract me directly, or our Program Manager, Pamela Beyor, at Bernier Carr & Associates, P.C.

Very truly yours,

A handwritten signature in black ink, appearing to read 'T. Carman', with a stylized flourish extending to the right.

Thomas H. Carman  
President/CEO

cc: Pamela Beyor – Bernier, Carr & Associates

February 28, 2011

To: The Honorable Mayor and City Council  
From: Kenneth A. Mix, Planning and Community Development Coordinator  
Subject: Water Service to Cahill Building

The owner of 14-16 Public Square (Cahill Building) is working toward renovating vacant space on the second and third floors for four residential units using Community Development Block Grant funds. Architectural drawings are currently in the City's Code Enforcement Bureau being reviewed for a building permit.

As the designs were being developed, it was determined that a sprinkler system will be needed for fire suppression. It was then discovered that the existing water service to the building is not adequate for a sprinkler system.

Gary Pilon, Water Superintendent, has estimated that it will cost about \$14,000 for the materials to bring water lines to 12, 14-16, 18 and 24 Public Square. Mr. Pilon has developed a plan to service all four buildings, while trying to minimize digging up the streetscape. The most difficult part will be getting by the electric lines. Money is available for the project from the fund holding repayments of CDBG loans (program income).

If the City Council does not object, we will proceed with the water line installation using City forces and paying for the materials with CDBG program income.

	<b>MEMORANDUM</b> <b>Dept. Public Works</b>	E.P. Hayes
		Superintendent
		Date: 02-28-11
		Ref: PW 006-11
To:	Mary Corriveau, City Manager	
Subject:	Signage Reference Sites	

This memorandum is in response to the your request for information as it relates to Council Member Macaluso's request for assistance in locating the web site for the 2009 edition of the Federal Manual of Uniform Traffic Control Devices.

- The 2009 Federal Manual of Uniform Traffic Control Devices can be found at:

[http://mutcd.fhwa.dot.gov/kno\\_2009.htm](http://mutcd.fhwa.dot.gov/kno_2009.htm).

- The 2003 Federal Manual of Uniform Traffic Control Devices can be found at:

<http://mutcd.fhwa.dot.gov/pdfs/2003r1/pdf-index.htm>

- The 2010 New York State Supplement - Draft Edition which has been filed with Department of State can be found on the web at:

<https://www.nysdot.gov/divisions/operating/oom/transpotation-systems/repository/A-draftfiledwithDOS.pdf>

Since the New York State supplement site appears to be very slow to open, I have attached the pertinent excerpts as it relates to the R1-1 and R1-10P signs.

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

*Gene*

# New York State Department of Transportation

## Operations Division Transportation Systems

### Manual on Uniform Traffic Control Devices (MUTCD)

---

Traffic control devices in New York on all streets, highways, bikeways, and private roads open to public travel are currently regulated by two documents: the **National Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD)** and **17 NYCRR Chapter V** (New York Supplement).

The current editions are:

<b>MUTCD</b>	2009 Edition, effective January 15, 2010
<b>NYS Supplement</b>	2007 Edition, including Revision #1, effective March 19, 2008

On December 16, 2009, the Federal Highway Administration (FHWA) released the 2009 Edition of the MUTCD; it became effective in New York on January 15, 2010, consistent with Section 1680 of the New York State Vehicle and Traffic Law, which provides for automatic adoption of the most current version of the MUTCD.

The NYS Supplement is being revised via the New York State regulatory process to account for changes in the MUTCD, with an official revision anticipated for adoption in the middle of March 2011. As the current NYS Supplement does not reflect the 2009 MUTCD now in effect, there may be conflicts between the two documents. The Draft 2010 NYS Supplement available below may be considered a form of interim guidance to resolve such conflicts.

Please note that the Draft 2010 NYS Supplement posted below has been modified since it was made available in early October; the Supplement file showing the text differences between the current and draft versions has been modified accordingly, as has the spreadsheet listing all the changes. A file listing just the changes that were made since October has also been added below.

Questions and comments regarding the NYS Supplement may be directed to Barbara Abrahamer ([babrahamer@dot.state.ny.us](mailto:babrahamer@dot.state.ny.us)) or Sally Olsen ([solsen@dot.state.ny.us](mailto:solsen@dot.state.ny.us)).

#### MUTCD - Current Edition

- [MUTCD \(2009 Edition\) effective January 15, 2010](#)
- [Table of Major Changes from Previous Edition - Updated 01/07/11](#)

#### New York State Supplement - Draft 2010 Edition

- [Draft filed with Department of State](#)
- [Draft showing all material added/removed](#)
- [Draft in final/printable format \(no editing marks\)](#)
- [List of changes from current Supplement](#)
- [List of changes made to October version of draft](#)

#### MUTCD - Previous Edition

- [MUTCD \(2003 Edition with Revisions 1&2\) dated December 2007](#)

#### New York State Supplement - Current Edition

- [New York State Supplement including Revision #1 - Full Version](#) (Text, Sign Drawings, Authorizations)
- [New York State Supplement including Revision #1 - Parts 1 - 10](#) (Text Only)
- [New York State Supplement including Revision #1 - Appendices 1 & 2](#) (Sign Drawings, Authorizations)

# Manual on Uniform Traffic Control Devices

for Streets and Highways

2009 Edition



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- 11 Except as provided in Section 2B.09, STOP signs and YIELD signs shall not be installed on different approaches to the same unsignalized intersection if those approaches conflict with or oppose each other.
- 12 Portable or part-time STOP or YIELD signs shall not be used except for emergency and temporary traffic control zone purposes.
- 13 A portable or part-time (folding) STOP sign that is manually placed into view and manually removed from view shall not be used during a power outage to control a signalized approach unless the maintaining agency establishes that the signal indication that will first be displayed to that approach upon restoration of power is a flashing red signal indication and that the portable STOP sign will be manually removed from view prior to stop-and-go operation of the traffic control signal.
- Option:
- 14 A portable or part-time (folding) STOP sign that is electrically or mechanically operated such that it only displays the STOP message during a power outage and ceases to display the STOP message upon restoration of power may be used during a power outage to control a signalized approach.
- Support:
- 15 Section 9B.03 contains provisions regarding the assignment of priority at a shared-use path/roadway intersection.

### Section 2B.05 STOP Sign (R1-1) and ALL WAY Plaque (R1-3P)

#### Standard:

- 01 When it is determined that a full stop is always required on an approach to an intersection, a STOP (R1-1) sign (see Figure 2B-1) shall be used.
- 02 The STOP sign shall be an octagon with a white legend and border on a red background.
- 03 Secondary legends shall not be used on STOP sign faces.
- 04 At intersections where all approaches are controlled by STOP signs (see Section 2B.07), an ALL WAY supplemental plaque (R1-3P) shall be mounted below each STOP sign. The ALL WAY plaque (see Figure 2B-1) shall have a white legend and border on a red background.
- 05 The ALL WAY plaque shall only be used if all intersection approaches are controlled by STOP signs.
- 06 Supplemental plaques with legends such as 2-WAY, 3-WAY, 4-WAY, or other numbers of ways shall not be used with STOP signs.

#### Support:

- 07 The use of the CROSS TRAFFIC DOES NOT STOP (W4-4P) plaque (and other plaques with variations of this word message) is described in Section 2C.59.

#### Guidance:

- 08 Plaques with the appropriate alternative messages of TRAFFIC FROM LEFT (RIGHT) DOES NOT STOP (W4-4aP) or ONCOMING TRAFFIC DOES NOT STOP (W4-4bP) should be used at intersections where STOP signs control all but one approach to the intersection, unless the only non-stopped approach is from a one-way street.

#### Option:

- 09 An EXCEPT RIGHT TURN (R1-10P) plaque (see Figure 2B-1) may be mounted below the STOP sign if an engineering study determines that a special combination of geometry and traffic volumes is present that makes it possible for right-turning traffic on the approach to be permitted to enter the intersection without stopping.

#### Support:

- 10 The design and application of Stop Beacons are described in Section 4L.05.

Figure 2B-1. STOP and YIELD Signs and Plaques



	2009 Section	2003 Section	Description of Change	Type of Change	Comments
1	Intro	Intro	Adds "private road open to public travel" and "toll roads" to types of roads that are subject to the provisions in the MUTCD.	Standard	
2	Intro	Intro	When a noncompliant device is replaced, it shall be replaced with a compliant device.	Standard	State Law allows for use of a noncompliant device if it's on hand or on order, up to the specified compliance date. This exemption should be used with care, as it could result in a loss of funds on a Federal-aid project. It's advised to always try to place devices that conform to the current MUTCD.
3	1A.12	1A.12	Adds purple as the color for electronic toll collection on toll facilities.	Standard	
4	1A.13	1A.13	Standards "shall not be modified or compromised by engineering judgment or an engineering study."	Standard	
5	1A.13	1A.13	(94)(b) The junction of an alley or driveway with a highway is an intersection if the highway is controlled by a TCD.	Standard	
6	1A.15	1A.14	New tables of acceptable/unacceptable abbreviations for signs and VMS.	Standard	
7	2A.06	2A.06	Requires that pictographs only be used in certain ways.	Standard	
8	2A.11	2A.12	Recommends that when larger sign sizes are used, that auxiliary plaque sizes be increased proportionally.	Guidance	
9	2A.12	2A.13	Requires that symbols on one type of sign cannot be used on another type of sign unless specified otherwise.	Standard	
10	2A.13	2A.14	Requires that fractions be displayed in a certain way.	Standard	
11	2A.13	2A.14	Reduces legibility distance to 30' per inch of letter height (used to be 40').	Guidance	
12	2A.13	2A.14	Requires that all street names, place names, highway names be in mixed-case lettering.	Standard	

Revised – January 7, 2011

13	2A.13	2A.14	Recommends that text not contain periods, apostrophes, ampersands, question marks, etc., and solidus should only be used with fractions.	Guidance	
14	2A.15		New Section - Provides methods of enhancing sign conspicuity.	Option	Supplement will disallow Method "C."
15	2B.03	2B.03	Establishes minimum sizes for signs on multi-lane conventional roads with speeds > 35 (see Table 2B-1).	Standard	
16	2B.03	2B.03	Requires that stop signs on side road approaches to multi-lane roads with speeds >= 45 be minimum 36x36".	Standard	
17	2B.03	2B.03	Where regulatory signs (other than STOP) are mounted both left and right on a multilane roadway, may use single-lane size for both.	Option	Supplement will disallow this option.
18	2B.03	2B.03	Recommends that regulatory signs on freeway and expressway ramps be same size as for main line.	Guidance	
19	2B.04		New Section - New guidance on how to determine appropriate intersection control.	Guidance	
20	2B.04		New Section - New Standard limiting use of temporary portable or folding STOP signs at a traffic signal during a power outage.	Standard	
21	2B.05	2B.04	New signs - TRAFFIC FROM RIGHT/LEFT DOES NOT STOP (W4-4aP, W4-4bP).	Guidance	
22	2B.05	2B.04	New sign - EXCEPT RIGHT TURN (R1-10P).	Option	Supplement will prohibit the use of this sign.
23	2B.06	2B.06	New Guidance for when to use a STOP sign.	Guidance	Supplement will add new figure to help decide between STOP & YIELD sign.
24	2B.09	2B.09	Revises Option for when a YIELD sign may be installed.	Option	Supplement will add new figure to help decide between STOP & YIELD sign.
25	2B.10	2B.10	Changes Standard to Guidance the use of an additional YIELD sign on left side of multi-lane roundabout approach.	Guidance	
26	2B.10	2B.10	Prohibits mounting 2 STOP signs or 2 YIELD signs on the same supports.	Standard	
27	2B.10	2B.10	Allows installation of additional STOP or YIELD sign overhead for emphasis.	Option	

Revised – January 7, 2011

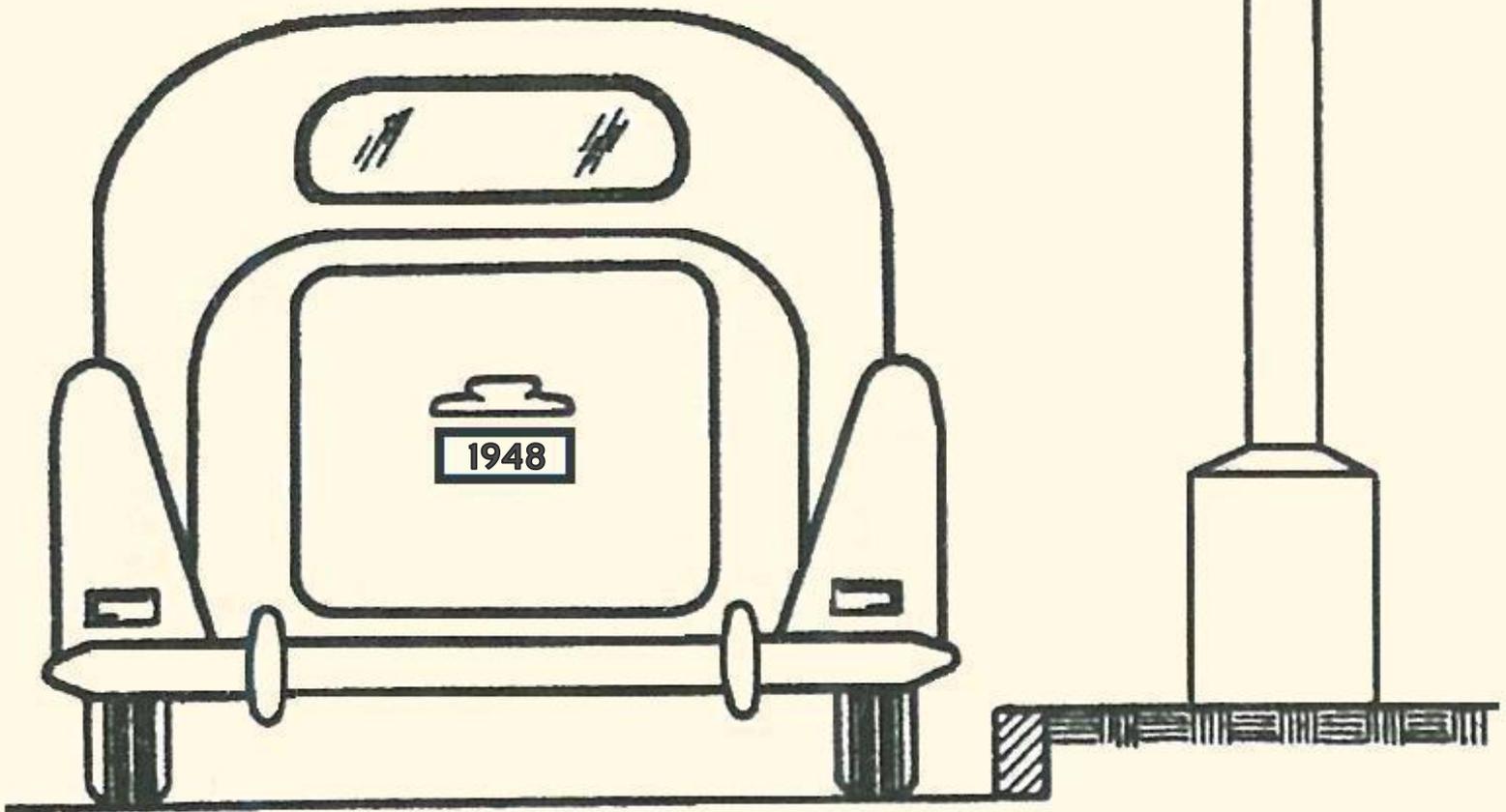
# TEXT

Section 1. Chapter V of Title 17 of the Official Compilation of Codes, Rules and Regulations of the State of New York is repealed and a new Chapter V is added to read as follows:

# New York State Supplement to the Manual on Uniform Traffic Control Devices for Streets and Highways (2009 Edition)

Effective March 26, 2011

New York State Department of Transportation



**NEW YORK STATE SUPPLEMENT  
TO THE  
NATIONAL MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES  
FOR STREETS AND HIGHWAYS – 2009 EDITION**

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## CHAPTER 2B. REGULATORY SIGNS, BARRICADES, AND GATES

### Section 2B.02 Design of Regulatory Signs

*INSERT the following paragraph:*

**Standard:**

- 03A Any change to a word message sign that can be considered more than a minor modification (see Section 1A.03) shall be approved by the New York State Department of Transportation before it is implemented.

### Section 2B.03 Size of Regulatory Signs

*DELETE Paragraph 05.*

### Section 2B.05 STOP Sign (R1-1) and ALL WAY Plaque (R1-3P)

*DELETE Paragraph 09.*

*INSERT the following paragraph:*

**Standard:**

- 08A The R1-10P plaque shall not be used in New York.

### Section 2B.06 STOP Sign Applications

*INSERT the following paragraphs:*

**Standard:**

- 00A STOP signs shall be used on the flashing red approaches to intersections controlled by flashing signals, except where a green arrow is displayed in conjunction with the flashing red indication. STOP signs shall not be used on approaches where green arrows are displayed. They also shall not be used on flashing yellow approaches.
- 00B Any STOP sign installed at a railroad grade crossing shall be approved by the Commissioner of Transportation, as per Section 1685 of the New York State Vehicle and Traffic Law.

**Option:**

- 02A Figure 2B-101 may be used as a reference to help determine whether a STOP or YIELD sign is most appropriate for use at an intersection where control has been deemed necessary and intersection sight distance is a consideration.

Proposed Supplement Section	Existing Supplement Section	Description of Change	Editing for Clarity or to Comply with MUTCD	Adoption of National Practice	New Material (Type)	Financial Impact
Intro (Supp)	Intro (Supp)	Editing	X			None
Intro (MUTCD)	Intro (MUTCD)	Adds information about how NYS law relates to MUTCD compliance requirements			Support	None
<b>PART 1 - GENERAL</b>						
1A.03	1A.03	Removes statement about metric units	X			None
1A.07	1A.07	Removes statement about applicability of MUTCD	X			None
1A.13		Adds new Section - adds definitions previously found in Section 8A.01	X			None
1A.13		Clarifies definition of a Standard statement based on FHWA official interpretation			Support	None
<b>PART 2 - SIGNS</b>						
2A.06		Incorporates text from old Section 2A.14	X			None
2A.11	2A.12	Removes text about sign sizes;		X		None
	2A.14	Deletes Section	X			None
2A.15		Adds new Section - prohibits one of the new methods of enhancing sign conspicuity			Standard	None
2A.16	2A.16	Adds text on sign placement priority from old NYS MUTCD			Guidance	None
2B.02		Adds new Section - adds text from old Section 2B.54	X			None
2B.03		Adds new Section - eliminates new Option for smaller sign on left side of road			Standard	None
2B.05	2B.04	Prohibits use of new R1-10P (EXCEPT RIGHT TURN) plaque			Standard	None
2B.06	2B.05	Adds text regarding use of new Figure 2B-101 for determining whether to choose a STOP or YIELD sign			Option	None
2B.06	2B.06	Deletes Section	X			None
2B.09	2B.09	Adds reference to new Figure 2B-101			Option	None
2B.10	2B.10	Editing	X			None
2B.10	2B.10	Allows use of text TO ALL LANES IN CIRCLE on R1-2aP plaque			Option	None
2B.11	2B.12	Prohibits use of new R1-5b & R1-5c signs (conflict with State law)			Standard	None
2B.12	2B.12	Prohibits use of new R1-9a sign (conflicts with State law)			Standard	None
2B.13	2B.13	Prohibits use of new R2-5aP, R2-5bP, R2-5cP, and R2-5P plaques (maintaining NY system)			Standard	None
2B.13	2B.13	Adds text from old Section 2B.18	X			None
2B.14	2B.14	Editing	X			None
2B.15	2B.15	Editing	X			None
2B.17		Adds new Section - clarifies use of HIGHER FINES signing in conjunction with schools			Standard	None
2B.18	2B.18	Deletes Section - some text moved to 2B.13	X			None
2B.19	2B.20	Clarifies when Intersection Lane Control signs are required			Standard	None
2B.19	2B.20	Requires fish-hook arrows and "dot" in conjunction with roundabouts			Standard	None
2B.20	2B.21	Removes requirement for certain signs to be posted overhead		X		Positive
2B.21	2B.22	Removes requirement for certain signs to be posted overhead		X		Positive
2B.22	2B.23	Editing	X			None
2B.28	2B.29	Renumbers Section	X			None
2B.30		Adds new Section - Clarifies use of new KEEP RIGHT EXCEPT TO PASS and SLOWER TRAFFIC KEEP RIGHT signs			Standard	None
2B.31		Adds new Section - Clarifies use of TRUCKS USE RIGHT LANE sign			Standard	None
2B.32	2B.33	Editing	X			None
2B.35		Adds new Section - Prohibits use of new R4-12, R4-13, and R4-14 signs (not supported by state law)			Standard	None
2B.36		Adds new Section - Prohibits use of new R4-17 and R4-18 signs (retaining NY signs)			Standard	None
2B.39	2B.36	Editing	X			None
2B.40	2B.37	Adds text on the use of ONE WAY signs in roundabouts			Guidance	None
2B.46	2B.39	Prohibits use of R8-3 plaques and parking signs with green circle (R7-21, R7-21a, R7-22, R7-23, & R7-23a)			Standard	None



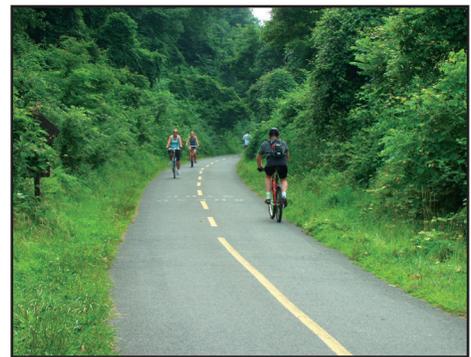


# Manual on Uniform Traffic Control Devices

for Streets and Highways

## 2003 EDITION

Including Revision 1 dated November 2004  
and Revision 2 dated December 2007



# SCHOOL

U.S. Department of Transportation  
Federal Highway Administration

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Chapter 5E. Markings

Chapter 5F. Traffic Control for Highway-Rail Grade Crossings

Chapter 5G. Temporary Traffic Control Zones

## CHAPTER 2B. REGULATORY SIGNS

### Section 2B.01 Application of Regulatory Signs

#### Standard:

Regulatory signs shall be used to inform road users of selected traffic laws or regulations and indicate the applicability of the legal requirements.

Regulatory signs shall be installed at or near where the regulations apply. The signs shall clearly indicate the requirements imposed by the regulations and shall be designed and installed to provide adequate visibility and legibility in order to obtain compliance.

Regulatory signs shall be retroreflective or illuminated to show the same shape and similar color by both day and night, unless specifically stated otherwise in the text discussion of a particular sign or group of signs (see Section 2A.08).

The requirements for sign illumination shall not be considered to be satisfied by street, highway, or strobe lighting.

### Section 2B.02 Design of Regulatory Signs

#### Support:

Most regulatory signs are rectangular, with the longer dimension vertical. The shapes and colors of regulatory signs are listed in Tables 2A-4 and 2A-5, respectively. Exceptions are specifically noted in the following Sections.

The use of educational plaques to supplement symbol signs is described in Section 2A.13.

#### Guidance:

Changeable message signs displaying a regulatory message incorporating a prohibitory message that includes a red circle and slash on a static sign should display a red symbol that approximates the same red circle and slash as closely as possible.

### Section 2B.03 Size of Regulatory Signs

#### Standard:

The sizes for regulatory signs shall be as shown in Table 2B-1.

#### Guidance:

The Freeway and Expressway sizes should be used for higher-speed applications to provide larger signs for increased visibility and recognition.

#### Option:

The Minimum size may be used on low-speed roadways where the reduced legend size would be adequate for the regulation or where physical conditions preclude the use of the other sizes.

The Oversized size may be used for those special applications where speed, volume, or other factors result in conditions where increased emphasis, improved recognition, or increased legibility would be desirable.

Signs larger than those shown in Table 2B-1 may be used (see Section 2A.12).

### Section 2B.04 STOP Sign (R1-1)

#### Standard:

When a sign is used to indicate that traffic is always required to stop, a STOP (R1-1) sign (see Figure 2B-1) shall be used.

The STOP sign shall be an octagon with a white legend and border on a red background. Secondary legends shall not be used on STOP sign faces. If appropriate, a supplemental plaque (R1-3 or R1-4) shall be used to display a secondary legend. Such plaques (see Figure 2B-1) shall have a white legend and border on a red background. If the number of approach legs controlled by STOP signs at an intersection is three or more, the numeral on the supplemental plaque, if used, shall correspond to the actual number of legs controlled by STOP signs.

At intersections where all approaches are controlled by STOP signs (see Section 2B.07), a supplemental plaque (R1-3 or R1-4) shall be mounted below each STOP sign.

#### Option:

The ALL WAY (R1-4) supplemental plaque may be used instead of the 4-WAY (R1-3) supplemental plaque.

#### Support:

The design and application of Stop Beacons are described in Section 4K.05.

| Rev. 2



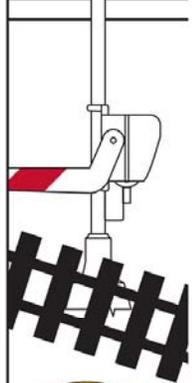
# New York State Supplement to the National

# Manual on Uniform Traffic Control Devices

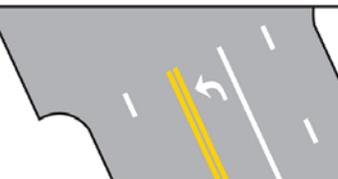
## for Streets and Highways

# 2003 EDITION

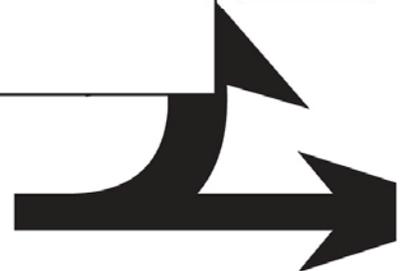
Including Revision #1  
Effective March 19, 2008



New York State Department of Transportation



# SCHOOL



**NEW YORK STATE SUPPLEMENT  
TO THE  
NATIONAL MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES  
FOR STREETS AND HIGHWAYS – 2003 EDITION**

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INTRODUCTION.**

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## CHAPTER 2B. REGULATORY SIGNS

### Section 2B.04 STOP Sign (R1-1)

*DELETE the last sentence of the second paragraph of the Standard subsection.*

*DELETE the third paragraph of the Standard subsection and replace with the following:*

#### **Standard:**

**At intersections where all approaches are controlled by STOP signs (see Section 2B.07), the ALL WAY (R1-4) supplemental plaque shall be mounted below each STOP sign.**

*DELETE the Option subsection; the 4-WAY (R1-3) sign shall not be used in New York.*

### Section 2B.05 STOP Sign Applications

*INSERT the following at the beginning of the section:*

#### **Standard:**

**STOP signs shall be used on the flashing red approaches to intersections controlled by flashing signals, except where a green arrow is displayed in conjunction with the flashing red indication. STOP signs shall not be used on approaches where green arrows are displayed. They also shall not be used on flashing yellow approaches.**

*INSERT the following at the end of the section:*

#### **Standard:**

**Any STOP sign installed at a railroad grade crossing shall be approved by the Commissioner of Transportation, as per Section 1685 of the New York State Vehicle and Traffic Law.**