

CITY OF WATERTOWN, NEW YORK

SUITE 302, CITY HALL
245 WASHINGTON STREET
WATERTOWN, NEW YORK 13601-3380
(315) 785-7730
FAX (315) 782-9014
TDD STATE RELAY NO.: 711

SHARON ADDISON
CITY MANAGER

October 24, 2014

Chief, Site Control Section
NYS DEC
Division of Environmental Remediation
625 Broadway
Albany, NY 12233

Re: NY Works II ERP Application
Sewall's Island – E623021

Attached is a complete application and supporting documentation for the New York Works II Environmental Restoration Program grant for the Sewall's Island site in the City of Watertown.

As described in the application, the City has recently submitted a request to amend the Record of Decision for the site to permit additional recreation uses in the area. A copy of the letter requesting the modification is attached to the application.

Please feel free to contact the Planning Office at (315) 785-7730 if you have any questions or require further information.

Thank you.

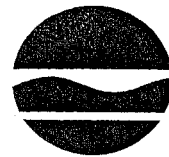
Sincerely,

Andrew Nichols
Planner

CC: Chief, Site Control Section (electronic PDF)
Peter Ouderkirk, DEC Region 6 (electronic PDF)



NEW YORK STATE
DEPARTMENT OF ENVIRONMENTAL CONSERVATION
NY WORKS II ENVIRONMENTAL RESTORATION PROJECT
APPLICATION FOR PARTICIPATION
Chapter 54, Laws of 2013



ABOUT THIS APPLICATION – Chapter 54, Laws of 2013 (the “Law of 2013”), provided New York Works funding for services, expenses, and indirect costs related to various environmental projects including, but not limited to, environmental restoration projects. The Law of 2013 allows the New York State Department of Environmental Conservation (DEC) to enter into agreements with municipalities to undertake environmental restoration projects on behalf of a municipality upon request, provided that the municipality shall provide ten percent of the total project costs (hereinafter referred to as “NYWII ERP Agreement”). DEC will consider entering agreements with municipalities who own properties to complete ERP remediation projects for sites with a DEC approved Record of Decision (ROD). The municipality must complete and submit this application to request such consideration.

Applicant Information

NAME OF MUNICIPALITY	City of Watertown	FED. ID #	15-6000419
NAME OF INDIVIDUAL AUTHORIZED TO SIGN APPLICATION	Jeffrey E. Graham		
TITLE OF AUTHORIZED INDIVIDUAL	Mayor		
ADDRESS	245 Washington Street		
CITY/TOWN	Watertown, NY	ZIP CODE	13601
PHONE	315-785-7730	FAX	315-782-9014
		E-MAIL	kmix@watertown-ny.gov

Site Information

ERP SITE NO.	E623021	SITE NAME	Sewalls Island
SITE ADDRESS	Pearl Street - multiple parcels		
CITY/TOWN	Watertown	ZIP CODE	13601
COUNTY	Jefferson	SIZE (ACRES)	15
LATITUDE (degrees/minutes/seconds)	43° 58' 43.5"	LONGITUDE (degrees/minutes/seconds)	75° 53' 49.5"

- DO THE SITE BOUNDARIES CORRESPOND TO TAX MAP METES AND BOUNDS? IF NO, PLEASE ATTACH A METES AND BOUNDS DESCRIPTION OF THE SITE IF ONE IS COMPLETED.
- IS THE SITE IN A DESIGNATED BROWNFIELD OPPORTUNITY AREA PURSUANT TO GENERAL MUNICIPAL LAW 970-R? IF YES, IDENTIFY AREA.
(NAME) _____
- IS THE SITE LISTED ON THE NYS REGISTRY OF INACTIVE HAZARDOUS WASTE DISPOSAL SITES? IF YES, FILL IN CURRENT REGISTRY SITE NUMBER AND CLASSIFICATION.

☒ YES ☐ NO

☐ YES ☒ NO

☐ YES ☒ NO

REGISTRY SITE # _____
CLASSIFICATION _____

DEPARTMENT USE ONLY:

SITE NO: _____ ERP SITE T&A CODE: _____ PROJECT MANAGER: _____

Applicant Eligibility Information

- | | |
|---|---|
| 1. OTHER THAN ACTIVITIES RELATED TO A PREVIOUS ERP STATE ASSISTANCE CONTRACT (SAC) FOR THIS SITE, HAS THE APPLICANT GENERATED, TRANSPORTED OR DISPOSED OF, OR ARRANGED FOR OR CAUSED THE GENERATION, TRANSPORTATION OR DISPOSAL OF, HAZARDOUS WASTE OR PETROLEUM ON THE SITE? | <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO |
| 2. HAS THE APPLICANT UNDERTAKEN, OR INTEND TO UNDERTAKE, ANY INDEMNIFICATION OBLIGATION RESPECTING A PARTY RESPONSIBLE UNDER LAW FOR THE REMEDIATION OF THE SITE? | <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO |
| 3. HAS THE APPLICANT LEASED THE SITE TO ANOTHER PARTY THAT GENERATED, TRANSPORTED OR DISPOSED OF, OR THAT ARRANGED FOR OR CAUSED THE GENERATION, TRANSPORTATION OR DISPOSAL OF HAZARDOUS WASTE OR PETROLEUM ON THE SITE? IF YES, CHECK ONE OF THE FOLLOWING: | <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO |
| a. <input type="checkbox"/> THE APPLICANT DID NOT KNOW THAT SUCH OTHER PARTY GENERATED, TRANSPORTED OR DISPOSED OF, OR ARRANGED FOR OR CAUSED THE GENERATION, TRANSPORTATION OR DISPOSAL OF SUCH HAZARDOUS WASTE OR PETROLEUM. | |
| b. <input type="checkbox"/> THE APPLICANT KNEW THAT SUCH OTHER PARTY GENERATED, TRANSPORTED OR DISPOSED OF, OR ARRANGED FOR OR CAUSED THE GENERATION, TRANSPORTATION OR DISPOSAL OF SUCH HAZARDOUS WASTE OR PETROLEUM AND DID NOT TAKE ACTION TO REMEDIATE OR CAUSE THE REMEDIATION OF SUCH HAZARDOUS WASTE OR PETROLEUM. | |
| c. <input type="checkbox"/> THE APPLICANT KNEW THAT SUCH OTHER PARTY GENERATED, TRANSPORTED OR DISPOSED OF, OR ARRANGED FOR OR CAUSED THE GENERATION, TRANSPORTATION OR DISPOSAL OF SUCH HAZARDOUS WASTE OR PETROLEUM AND TOOK ACTION TO REMEDIATE OR CAUSE THE REMEDIATION OF SUCH HAZARDOUS WASTE OR PETROLEUM. | |
| 4. THE APPLICANT MUST OWN THE SITE. ATTACH A COPY OF THE DEED, ATTORNEY CERTIFICATION OF PROOF OF OWNERSHIP, AND, IF THE APPLICANT HAS OBTAINED ONE WITHIN THE PAST YEAR, A TITLE REPORT. | |

Additional Project Information

PLEASE ATTACH THE FOLLOWING INFORMATION TO THE APPLICATION (NOTE: FAILURE TO PROVIDE A RESPONSE WILL RESULT IN NO SCORE IN PRIORITY RANKING FOR THAT CATEGORY):

- CURRENT AND/OR PROPOSED FUTURE USE OF THE SITE (RESIDENTIAL, COMMERCIAL, INDUSTRIAL). THIS USE MUST BE CONSISTENT WITH THE USE OUTLINED IN THE RECORD OF DECISION;
- LIST ANY RESPONSIBLE PARTY COST RECOVERY PAYMENTS, RECEIVED OR ANTICIPATED, AS WELL AS ANY OTHER ACTUAL OR POTENTIAL FUNDING SOURCES FOR THE PROJECT;
 - Note: The State is entitled to its share of the amount recovered from a responsible party for its costs relating to the NYWII ERP Agreement and any prior ERP State Assistance Contract or Agreement for this Site. If any responsible party payments and/or other responsible party consideration become available to the Municipality before, during or after the completion of an environmental restoration project, the Municipality shall disclose with this application to the DEC of such availability, and the DEC shall calculate the State share. If the Municipality fails to make such payment to the State within sixty (60) days of receipt of any responsible party payment, the State may take measures provided for by law.
- THE PROJECT'S ECONOMIC BENEFIT TO THE STATE, AND ANY POTENTIAL FOR PUBLIC OR RECREATIONAL USE OF THE PROPERTY (TO SATISFY THE CRITERIA OF ECL 56-0505, THE APPLICANT MUST DEMONSTRATE THAT THE PROJECT IS INTENDED TO RESULT IN A BENEFIT TO THE ENVIRONMENT AND IN EITHER AN ECONOMIC BENEFIT TO THE STATE OR A PUBLIC RECREATIONAL USE OF THE PROPERTY);
- INFORMATION REGARDING ANY POTENTIAL ISSUES/CONCERNS THAT MAY PRECLUDE FIELD WORK FROM BEGINNING WITHIN 6 MONTHS OF THE APPLICATION APPROVAL DATE. LIKEWISE, PLEASE INDICATE IF THERE ARE NO ANTICIPATED ISSUES/CONCERNS RELATING TO THE ABILITY FOR FIELD WORK TO BEGIN WITHIN 6 MONTHS OF THE APPLICATION APPROVAL.

Remediation Project Information

- | | |
|--|---|
| 1. IS THE SITE LOCATED IN AN EMPIRE ZONE WITH A BOUNDARY DESIGNATED AS OF JUNE 29, 2010? | <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO |
| 2. HAS ALL OR PART OF THE SITE BEEN VACANT FOR AT LEAST TEN YEARS? | <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO |
| 3. IS THE PROPERTY VALUE FOR THE SITE LOWER THAN THE REMEDIAL COST ESTIMATED IN THE ROD? | <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO |
| 4. HAS THE APPLICANT SIGNED AN AGREEMENT WITH A PRIVATE PARTY TO REUSE THE SITE ONCE IT IS RESTORED? | <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO |
| 5. HAS THE APPLICANT LEGALLY COMMITTED TO A NEW PUBLIC OR RECREATIONAL USE? | <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO |
| 6. HAS THE APPLICANT LEGALLY COMMITTED TO CONTINUING THE CURRENT PUBLIC OR RECREATIONAL USE? | <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO |
| 7. IS THE APPLICANT AWARE OF OTHER FUNDING SOURCES FOR REMEDIATING THE SITE? IF YES, PROVIDE SOURCE(S) AND DOLLAR AMOUNT IN THE ATTACHED ADDITIONAL PROJECT INFORMATION. | <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO |
| 8. IS THE PROPOSED PROJECT LOCATED IN AN ENVIRONMENTAL JUSTICE (EJ) COMMUNITY, OR WILL IT BENEFIT AN EJ COMMUNITY? IF YES, PLEASE PROVIDE A BRIEF DESCRIPTION OF HOW THE PROJECT WILL BENEFIT MINORITY OR LOW-INCOME POPULATIONS THAT EXPERIENCE DISPROPORTIONATE ADVERSE ENVIRONMENTAL IMPACTS SUCH AS POLLUTION FROM MULTIPLE INDUSTRIAL FACILITIES, SUB-STANDARD WATER QUALITY, CONCENTRATED DIESEL EMISSIONS FROM BUS DEPOTS, OR OTHER HEAVY VEHICLE TRAFFIC, ADVERSE HEALTH EFFECTS RELATED TO ENVIRONMENTAL IMPACTS (HIGH ASTHMA), LACK OF ACCESS TO GREEN BENEFITS SUCH AS OPEN SPACE, ENVIRONMENTAL EDUCATION OR PARKS, OR OTHER SUCH IMPACTS. | <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO |
| 9. DOES THE PROJECT ALIGN WITH THE REGIONAL STRATEGIES OF A REGIONAL ECONOMIC DEVELOPMENT PLAN? IF YES, DOCUMENT BY EITHER OBTAINING A RECOMMENDATION FROM THE REGIONAL ECONOMIC COUNCIL STATING THAT THE PROPOSED PROJECT ALIGNS WITH PRIORITIES OF THE ECONOMIC DEVELOPMENT PLAN DEVELOPED BY THE COUNCIL OR ATTACHING AND INCLUDING IN THE APPLICATION A SUPPLEMENTAL NARRATIVE DESCRIBING THE ECONOMIC BENEFITS OF THE PROPOSED PROJECT AND HOW THE PROJECT ALIGNS WITH THE STRATEGIES OF THE REGIONAL ECONOMIC PLAN. | <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO |

Municipality Certification

The undersigned, on behalf of the applicant, does hereby certify that:

- All statements made for the purpose of requesting participation in a NYWII ERP Agreement, wherein the DEC undertakes an ERP on behalf of the Applicant, for the proposed project are either set out in full in this application or are set out in full in exhibits attached to this application and incorporated by this reference; and
- The individual whose signature appears hereon is authorized to sign this application for the municipality.

A FALSE STATEMENT MADE HEREIN IS PUNISHABLE AS A CLASS "A" MISDEMEANOR PURSUANT TO SECTION 210.45 OF THE PENAL LAW.

Signature of Individual Authorized to Sign the Application

Date

10/24/14

Please note: The application must include a certified copy of the municipal authorization which designates, by title (Mayor, Town Supervisor, etc.), the representative authorized to act on behalf of that municipality in all matters related to finances. The authorization must empower the representative to make application, execute the NYWII ERP Agreement, and otherwise act for the municipality in all finance-related matters. A sample form is provided.

SUBMITTAL INFORMATION:

Three (3) complete copies, one with original signatures, are required.

- Two (2) of the copies, one paper with original signatures and one electronic copy in Portable Document Format (PDF), on a CD, must be sent to:
Chief, Site Control Section, New York State Department of Environmental Conservation, Division of Environmental Remediation, 625 Broadway, Albany, NY 12233
- One (1) electronic copy must be sent to the DEC regional contact in the regional office covering the county in which the site is located. Please check our website for information on our regional offices: <http://www.dec.ny.gov/about/776.html>

Sewall's Island
ERP E623021

CURRENT AND PROPOSED FUTURE USE:

The proposed future use includes recreation areas on the southeast portion of the island, as identified on the attached map. The Record of Decision was written with remedial measures designed to meet commercial standards. The City has submitted a request to modify the ROD so that active recreational amenities like playgrounds and picnic areas can be developed on the southeast portion of the site.

Presuming that this will require 2 feet of clean cover, as opposed to the 1 foot required under the commercial standard, this ROD modification will cost an additional \$145,363.20. This price reflects 9,040 additional cubic yards of select fill at \$16.08 each. This cost is estimated based on the actual price paid for clean cover at the Ogilvie Foods site (C623028) in September 2014.

The remainder of the site will be marketed for commercial or multi-family infill development.

COST RECOVERY, OTHER FUNDING SOURCES

The City has not received any cost recovery funds, and has not currently budgeted any funding for the project. We are not aware of any external funding currently available.

ECONOMIC BENEFIT, PUBLIC RECREATIONAL USE

The proposed project, which entails installation of clean site cover and institutional controls, will prevent human contact with the known contaminants, and prevent further escape of the contaminants into nearby ecosystems. It will convert land that has a blighting influence on the surrounding neighborhood into a revitalization asset. The project will create an opportunity for development of taxable real estate, multi-use trails, and recreational amenities along the waterfront. The project will thus benefit the environment, create space for development of public recreation, and provide a potential economic boost to the area.

WORK TO BEGIN WITHIN 6 MONTHS

The City has no knowledge of any impediment to beginning work within 6 months of the projected approval date.

#3 The estimated remedial cost in the ROD is \$550,000 plus \$5,000 per year. The proposed modification to the ROD would bring the total capital cost to \$695,363.20. The total current assessed full value of the parcels included within the site boundary is \$129,432.

#5 The City has dedicated a portion of the site as parkland, as identified on the attached map. The resolution conferring the dedication is also attached.

#8 The project site is located in a census block group that has been designated as a potential EJ community by NYSDEC. Block group 613-001 qualifies based on its 31.37% poverty rate. Residents of this area have historically been subject to higher levels of industrial pollution due to the concentration of industrial facilities near the riverfront. This block group also contains a portion of the NY Air Brake facilities, which are known to have generated water and soil pollution.

The block group immediately to the south of the site (621-002) also qualifies with a 37.6% poverty rate. The block group to the southwest (621-001), which includes most of downtown, is potentially qualified with 43.7% poverty.

Residents of these three areas have diminished access to open space and parks within their neighborhoods. The bulk of the City's parkland and recreational facilities are located near the edge of the City, in higher-income areas.

Remediation of this site, and the subsequent development of parkland, will help to ameliorate the negative impacts on the community caused by the site's historical industrial use.

#9 The North Country Regional Economic Development Council has identified a set of development strategies for the region. This project will align with three of these:

- By preparing the site for future development, this project will support the "Promote Smart Growth Principles" strategy by enabling infill development.
- Additionally, the site may be used to develop new housing--which supports "Defense" strategy #1, stabilizing the rental housing market near Fort Drum.
- The project may help to "activate tourism as a driver to diversify our economies" by promoting development of recreational assets in the area, including waterfront trails and boating access (whitewater).

RESOLUTION

Page 1 of 2

Authorizing Application for NY Works II Environmental
Restoration Projects Funding for Sewall's Island

Council Member BURNS, Roxanne M.

Council Member BUTLER, Joseph M. Jr.

Council Member JENNINGS, Stephen A.

Council Member MACALUSO, Teresa R.

Mayor GRAHAM, Jeffrey E.

Total

YEA	NAY
X	
X	
X	
X	
X	
5	0

*Introduced by*Council Member Stephen A. Jennings

WHEREAS the City of Watertown, after thorough consideration of the various aspects of the problem and study of available data, has hereby determined that certain work, as described in its application and attachments, herein call the "Project", is desirable, is in the public interest, and is required in order to implement the Project, and

WHEREAS Article 56 of the Environmental Conservation Law authorizes State assistance to municipalities for environmental restoration projects by means of a contract and the Municipality deems it to be in the public interest and benefit under this law to enter into a contract therewith, and

WHEREAS the enacted Executive Budget for State Fiscal Year 2013-2014, as reflected in Chapter 54, Laws of 2013, provided New York Works II funding for services, expenses, and indirect costs related to various environmental projects including, but not limited to, environmental restoration projects, and the Law allows the Department of Environmental Conservation to enter into agreements with municipalities to undertake environmental restoration projects on behalf of a municipality upon request, provided that the municipality shall provide ten percent of the total project costs (herein after referred to as NYWII ERP),

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

1. The Mayor of the City of Watertown is the representative authorized to act on behalf of the Municipality in all matters related to State assistance under ECL Article 56, Title 5. The representative is also authorized to make a request to the Department (by applying for participation in the NYWIIERP) to enter into an agreement to undertake an environmental restoration project on behalf of the Municipality, execute the NYWII ERP Agreement, submit Project documentation, and otherwise act for the Municipality's governing body in all matters related to the Project and to State assistance.

RESOLUTION

By Council Member _____

Date _____

SUBJECT: _____

STATE OF NEW YORK
Jefferson County
CITY OF WATERTOWN } ss:

I, Ann M. Saunders, City Clerk of the City of Watertown, hereby certify that the within Resolution was adopted at a meeting of the City Council of said City, held _____ and that the same is the whole of said Resolution.

IN WITNESS WHEREOF, I have hereunto set my hand
and affixed the seal of said City of Watertown, New York

City Clerk

RESOLUTION

Page 2 of 2

Authorizing Application for NY Works II Environmental
Restoration Projects Funding for Sewall's Island

Council Member BURNS, Roxanne M.

Council Member BUTLER, Joseph M. Jr.

Council Member JENNINGS, Stephen A.

Council Member MACALUSO, Teresa R.

Mayor GRAHAM, Jeffrey E.

Total

YEA	NAY

2. That the Municipality agrees that it will fund its portion of the cost of the Project by reimbursing the Department ten percent (10%) of Project costs, and that funds will be available to reimburse the Department within 90 days after receipt of an invoice from the Department.
3. That one (1) certified copy of this Authorization be prepared and sent to the Albany office of the New York State Department of Environmental Conservation together with the Application for Participation in NYWII ERP.
4. That this Authorization take effect immediately.

Seconded by Council Member Teresa R. Macaluso

RESOLUTION

By Council Member Stephen A. Jennings

Date October 6, 2014

SUBJECT:

Authorizing Application for NY Works II
Environmental Restoration Projects
Funding for Sewall's Island

STATE OF NEW YORK
Jefferson County
CITY OF WATERTOWN } ss:

I, Ann M. Saunders, City Clerk of the City of Watertown, hereby certify that the within Resolution was adopted at a meeting of the City Council of said City, held October 6, 2014 and that the same is the whole of said Resolution.

IN WITNESS WHEREOF, I have hereunto set my hand
and affixed the seal of said City of Watertown, New York

Ann M. Saunders

City Clerk

[SEAL]

RESOLUTION

Page 1 of 1

Dedicating a Portion of Sewall's Island and Nearby
Shoreline for Use as Parkland

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

Total

YEA	NAY
X	
X	
X	
X	
X	
5	0

Introduced byCouncil Member Stephen A. Jennings

WHEREAS the City of Watertown, New York, has taken ownership of several parcels of land on and around Sewall's Island, and

WHEREAS the City Council has determined that it is the best interest of City and its citizens that a certain portion of these lands be dedicated to public recreational use, and

WHEREAS an active hydroelectric operation exists adjacent to these lands, and relies on vehicle access across these lands, and utility access under these lands, and

WHEREAS the proposed parklands have been mapped, and said map is attached and made part of this resolution,

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Watertown, New York, that the following parcels shall be henceforth dedicated to public recreational use, subject to the continuing right to access and provide utilities to the hydroelectric plant at 300 Pearl Street, parcel 4-12-102.000, by its owners and designees:

VL-5 Pearl Street	4-12-105.000
Sewalls Is	4-12-103.001
656 Sewalls Is	4-12-101.000
VL Sewalls Is	4-12-107.000
VL-2 Water St	4-13-101.000

BE IT FURTHER RESOLVED that these lands will remain closed to the public until environmental remediation is completed, and the City Manager authorizes public access.

Seconded by Council Member Teresa R. Macaluso

RESOLUTION

By Council Member Stephen A. Jennings

Date October 20, 2014

SUBJECT:

Dedicating a Portion of Sewall's Island
and Nearby Shoreline for Use as
Parkland

STATE OF NEW YORK
Jefferson County
CITY OF WATERTOWN

} ss:

I, Ann M. Saunders, City Clerk of the City of Watertown, hereby certify that the within Resolution was adopted at a meeting of the City Council of said City, held October 20, 2014 and that the same is the whole of said Resolution.

IN WITNESS WHEREOF, I have hereunto set my hand
and affixed the seal of said City of Watertown, New York

Ann M. Saunders

City Clerk

[SEAL]

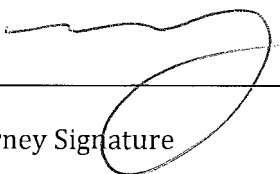
NY WORKS II ERP

APPLICATION APPENDIX 1:

I, Robert J. Slye, hereby provide the following certification:

1. I am the attorney for the City of Watertown, New York, the Municipality which is the applicant to undertake a New York Works II Environmental Restoration Project known as the Sewall's Island Project;
2. The Property located at and around Sewall's Island, Watertown, Jefferson County, New York, are subjects of the Project, and are more particularly described by the following tax parcel numbers: 4-12-201.100, 4-12-103.100, 6-06-404.000, 6-06-403.000, 4-12-105.000, 4-12-103.001, 4-12-101.000, 4-12-107.000, 4-13-103.001, 4-13-101.000, 4-22-115.000;
3. I hereby certify to the Commissioner of Environmental Conservation that I have examined or caused to be examined the title to the Property, and that I have approved the same, and that as of the date of this certification, and in my opinion, a good and marketable title thereto in fee is vested and may be conveyed by the City of Watertown;
4. Annexed hereto are copies of the deeds whereby such title to Property was conveyed to the City of Watertown. The property title, conveyed by said deeds, is identical to the Property which is the subject of the Project.
5. I make this certification to be attached as an exhibit and incorporated by reference into the City's application.

Dated: October 24, 2014



Attorney Signature

DEED 1516-046

PARCEL:

4-13-103.001

Jefferson County - New York
Jo Ann M. Wilder

RECORDING CERTIFICATE

6372

Transaction Number: 960628122496

Type of Instrument: DEED RECORD

Received From: CITY COMPTROLLER
TAX SALE DEEDS

Recording Charge: 51.50 Recording Pages: 3

** EXAMINED AND CHARGED AS FOLLOWS : **

** TRANSFER TAX **

** MTG/DEED AMOUNT **

.00

.00

RS#:

Mortgage#:

3609

Received Tax on Above Mortgage

Basic: .00

Special Addl: .00

Town:

Additional: .00

Mortgage Tax Total: .00

Total Recording Fees: 51.50

** THIS PAGE IS PART OF THE INSTRUMENT **

I HEREBY CERTIFY THAT THE WITHIN AND FOREGOING WAS RECORDED IN THE
CLERK'S OFFICE FOR Jefferson County - New York

LIBER 1516 PAGE 046

IN (Book/Page):

ON (Recorded Date): 06/28/96

AT (Time): 02:58 Terminal ID: 117



Jo Ann M. Wilder

This Indenture, Made this 25th day of June in the year of our Lord one thousand nine hundred ninety six, between James M. McCauley, City Comptroller of the City of Watertown, a municipal corporation in the County of Jefferson and the State of New York, party of the first part, and City of Watertown, New York of the second part.

Whereas, In pursuance of the provisions of the Act of the Legislature of the State of New York, entitled "An Act to revise the Charter of the City of Watertown," and being Chapter 660 of the Laws of 1923, and the Acts subsequently passed amendatory thereof or supplementary thereto, the Comptroller of said City of Watertown, the collector of all taxes, assessments and water rates within the limits of said City, did, on or before the fifteenth day of April, in the year 1994, make and deliver to the assessors of said City a transcript of all taxes for the year 1993-94, which then remained unpaid, and the said assessors did, on or before the first day of May thereafter, make and deliver to the said City Comptroller, a list or statement containing a brief general description of the location, boundary and estimated quantity of each parcel of said lands.

And Whereas, in said list of such unpaid taxes in the said City of Watertown was a tax of Eight hundred forty two Dollars and twenty five cents against Allan Richman on the land hereafter described, (the description of said land as hereinafter given being the same as embraced in said list, or as the same was when corrected in the manner provided by said Act).

And Whereas, neither said tax, nor the interest thereon, nor any part thereof, were paid on or before the first day of June, 1994.

And Whereas, afterwards said City Comptroller did duly advertise said land and other parcels contained in said lists, for sale at public auction for the payment of such tax, such notice of sale being published once in each week for three consecutive weeks in the official newspaper published in the City of Watertown.

And Whereas, in pursuance of such publication said City Comptroller did sell said land hereinafter described at public auction, in all respects according to the requirements of said Act on the 24th day of June 1994 and the same was duly struck off to City of Watertown for the sum or price of Eight hundred forty two Dollars and twenty five cents, he being the highest bidder, therefor and that being the highest sum bidden, the said tax, penalty fees, interest, expense of publishing notices and conducting sale, being \$842.25.

And Whereas, the said purchaser did then pay to said City Comptroller the sum bid as aforesaid, and the said City Comptroller did thereupon issue to him the certificate required by said Act,

And Whereas, two years have elapsed since the said sale and since the last day of the sale made by said Comptroller of the lands embraced in said published list, and neither the owner, nor any other person, has redeemed the said land so sold as aforesaid, nor any part thereof, from said sale

Now, therefore, this Indenture Witnesseth, that in consideration of the premises and of the aforesaid payment of said sum of Eight hundred forty two Dollars and twenty five cents, the said party of the first part does hereby remise, release, and quit claim to said party of the second part all that piece or parcel of land sold as aforesaid, which is bounded and described as follows, viz: Shown on the assessment map of the City of Watertown, New York as Parcel No. 4 13 103A, now known as Parcel No. 4 13 103.001, lot about 186 x 110 located at 522 Water Street. To have and to hold the same to said party of the second part, and to its heirs and assigns forever.

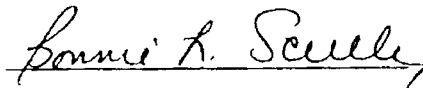
This conveyance is made and received subject to all claims the City of Watertown may have on said lands for unpaid taxes, assessments, water rates, or other liens or encumbrances.

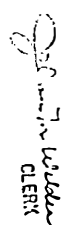
In Witness Whereof, the said party of the first part has hereunto set his hand and seal the day and year first above written.

 (L.S.)
City Comptroller

State of New York)
Jefferson County)

On this 25th day of June in the year one thousand nine hundred ninety six, before me, the subscriber, personally appeared James M. McCauley, City Comptroller of the City of Watertown, a municipal corporation in the County of Jefferson and State of New York, to me known to be the same person described in and who executed the within instrument, and acknowledged to me that he executed the same.


Notary Public
BONNIE L. SCULLY
Notary Public in the State of New York
Qualified in Jefferson County No. 4510068
My Commission Expires 10/3/97

JEFFERSON COUNTY CLERK
RECEIVED
JUN 27 PM 2 58

CLERK

DEED 2010-10090

PARCEL:

4-12-107.000

(Note that this parcel was not included in the 2007 application materials, but was acquired by tax foreclosure later on, and is now included within the project site. It is a small sliver of land adjacent to 4-12-101.)



Cheryl D Lane, Clerk
175 Arsenal Street
Watertown, NY 13601
(315) 785-3081

County Clerk Recording Cover Sheet

Received From :
CITY OF WATERTOWN
245 WASHINGTON STREET
WATERTOWN, NY 13601

Return To :
CITY OF WATERTOWN
245 WASHINGTON STREET
WATERTOWN, NY 13601

 **COPY**

First GRANTOR

WATERTOWN CITY OF -BY COMP

First GRANTEE

WATERTOWN CITY OF

Index Type : Land Records

File Number : 2010-00010090

Type of Transaction : Deed - (Other Property)

Recording Fee : \$310.00

Recording Pages :

3

The Property affected by this instrument is situated in Watertown-City Of, in the County of Jefferson, New York

Real Estate Transfer Tax

RETT # : 3620

Deed Amount : \$59.15

RETT Amount : \$0.00

Total Fees : \$310.00

State of New York

County of Jefferson

I hereby certify that the within and foregoing was recorded in the Clerk's office for Jefferson County, New York

On (Recorded Date) : 07/16/2010

At (Recorded Time) : 2:58:15 PM



Doc ID - 005826610003



Cheryl D Lane, Clerk



This sheet constitutes the Clerk's endorsement required by section 319 of Real Property Law of the State of New York and conforms to Jefferson County local Law. THIS PAGE IS PART OF YOUR DOCUMENT AND IS NOT A BILL, ALL FEES HAVE BEEN PAID.

Entered By: DAWNB Printed On : 07/16/2010 At : 2:59:08PM

VL SEWALLS ISLAND

4-12-107

2010-10090

This Indenture, Made this 26th day of June in the year of our Lord two thousand ten, between James E. Mills, City Comptroller of the City of Watertown, a municipal corporation in the County of Jefferson and the State of New York, party of the first part, and City of Watertown, 245 Washington Street, Watertown, New York of the second part.

Whereas, In pursuance of the provisions of the Act of the Legislature of the State of New York, entitled "An Act to revise the Charter of the City of Watertown," and being Chapter 660 of the Laws of 1923, and the Acts subsequently passed amendatory thereof or supplementary thereto, the Comptroller of said City of Watertown, the collector of all taxes, assessments and water rates within the limits of said City, did, on or before the fifteenth day of April, in the year 2008, make and deliver to the assessors of said City a transcript of all taxes for the year 2007-08, which then remained unpaid, and the said assessors did, on or before the first day of May thereafter, make and deliver to the said City Comptroller, a list or statement containing a brief general description of the location, boundary and estimated quantity of each parcel of said lands.

And Whereas, in said list of such unpaid taxes in the said City of Watertown was a tax of Fifty Nine Dollars and fifteen cents against Robert Gair Co. Inc., on the land hereafter described, (the description of said land as hereinafter given being the same as embraced in said list, or as the same was when corrected in the manner provided by said Act).

And Whereas, neither said tax, nor the interest thereon, nor any part thereof, were paid on or before the first day of June, 2008.

And Whereas, afterwards said City Comptroller did duly advertise said land and other parcels contained in said lists, for sale at public auction for the payment of such tax, such notice of sale being published once in each week for three consecutive weeks in the official newspaper published in the City of Watertown.

And Whereas, in pursuance of such publication said City Comptroller did sell said land hereinafter described at public auction, in all respects according to the requirements of said Act on the 25th day of June 2008 and the same was duly struck off to City of Watertown for the sum or price of Fifty Nine Dollars and fifteen cents, he being the highest bidder, therefore and that being the highest sum bidden, the said tax, penalty fees, interest, expense of publishing notices and conducting sale, being \$59.15.

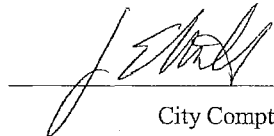
And Whereas, the said purchaser did then pay to said City Comptroller the sum bid as aforesaid, and the said City Comptroller did thereupon issue to him the certificate required by said Act,

And Whereas, the applicable redemption period has expired since the said sale and since the last day of the sale made by said Comptroller of the lands embraced in said published list, and neither the owner, nor any other person, has redeemed the said land so sold as aforesaid, nor any part thereof, from said sale.

Now, therefore, this Indenture Witnesseth, that in consideration of the premises and of the aforesaid payment of said sum of Fifty Nine Dollars and fifteen cents, the said party of the first part does hereby remise, release, and quit claim to said party of the second part all that piece or parcel of land sold as aforesaid, which is bounded and described as follows, viz.: Shown on the assessment map of the City of Watertown, New York as Parcel No. 4-12-107, lot about 10 x 276 located at VL Sewalls Island. To have and to hold the same to aid party of the second part, and to its heirs and assigns forever.

This conveyance is made and received subject to all claims the City of Watertown may have on said lands for unpaid taxes, assessments, water rates, or other liens or encumbrances.

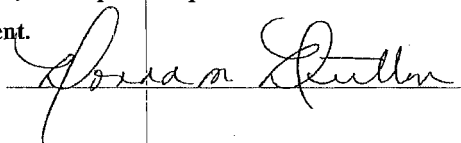
In Witness Whereof, the said party of the first part has hereunto set his hand and seal the day and year first above written.



City Comptroller

State of New York)
County of Jefferson)

On this 26th day of June in the year 2010, before me, the undersigned, a Notary Public in and for said state, personally appeared James E. Mills, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



Notary Public

DONNA M. DUTTON
Notary Public in State of New York
Qualified in Jefferson County
No. 01DU5036331
Commission Expires 11/21/ 2010

DEED 1030-271

PARCELS:

6-06-404.000

4-12-105.000

4-13-101.000

05976

THIS INDENTURE, made the 7th day of July, nineteen hundred and eighty-six (1986),

BETWEEN CONSOLIDATED RAIL CORPORATION, a corporation of the Commonwealth of Pennsylvania, having an office at Six Penn Center Plaza, Philadelphia, Pennsylvania, 19103, hereinafter referred to as the Grantor, and the CITY OF WATERTOWN, a municipal corporation of the State of New York, with a mailing address of 245 Washington Street, Watertown, New York 13601-3380, hereinafter referred to as the Grantee.

WITNESSETH: That the Grantor, for and in consideration of the sum of TWO HUNDRED SIXTY THOUSAND DOLLARS (\$260,000.00), lawful money of the United States, paid by the Grantee, the receipt whereof is hereby acknowledged, does hereby remise, release, and quitclaim unto the Grantee, the successors and assigns of the Grantee forever, all right, title and interest of the Grantor of, in and to:

ALL THAT PORTION of the right of way of railroad of Consolidated Rail Corporation, formerly Penn Central Transportation Company, known as the Old Massena Branch, via Factory Street and identified as Line Code 4720 in the records of the United States Railway Association, situate in the City of Watertown, County of Jefferson and State of New York

BEGINNING at Mile Post 72.1 and extending thence in a general northeasterly, southeasterly, and easterly direction to Mile Post 74.95, all as indicated by "PS" on Grantor's Case Plan No. 68194 sheets 1 through 3 which sheets are attached hereto and made a part hereof.

BEING a part of the premises which the Trustees of the Property of the Penn Central Transportation Company, Debtor, by Conveyance Document No. PC-CRC-RP-114, dated March 30, 1976, filed in the Recorder's Office of Jefferson County, New York in Liber 894, at page 395, granted and conveyed the aforesaid property unto Consolidated Rail Corporation.

UNDER and SUBJECT, however, to (1) whatever rights the public may have to the use of any roads, alleys, bridges or streets crossing the premises herein described, (2) any streams, rivers and creeks passing under, across or through the premises herein described, and (3) any easements or agreements of record or otherwise affecting the land hereby conveyed, and to the state of facts which a personal inspection or accurate survey would disclose, and to any pipes, wires, poles, cables, culverts, drainage courses or systems and their appurtenances now existing and remaining in, on, under, over, across and through the herein conveyed premises, together with the right to maintain, repair, renew, replace, use and remove same.

THIS INSTRUMENT is executed and delivered by Grantor, and is accepted by Grantee, subject to the covenants set forth below, which shall be deemed part of the consideration of this conveyance and which shall run with the land and be binding

upon, and inure to the benefit of, the respective heirs, personal representatives, successors and assigns of Grantor and Grantee. Grantee hereby knowingly, willingly, and voluntarily waives the benefit of any rule, law, custom, or statute of the State of New York now or hereafter in force with respect to the covenants set forth below.

(1) Grantor shall neither be liable or obligated to construct or maintain any fence or similar structure between the land hereinbefore described and adjoining land of Grantor nor shall Grantor be liable or obligated to pay for any part of the cost or expense of constructing or maintaining any fence or similar structure, and Grantee hereby forever releases Grantor from any loss or damage, direct or consequential, that may be caused by or arise from the lack or failure to maintain any such fence or similar structure.

(2) Grantee hereby forever releases Grantor from all liability for any loss or damage, direct or consequential, to the land hereinbefore described and to any buildings or improvements now or hereafter erected thereon, and to the contents thereof, which may be caused by or arise from the normal operation, maintenance, repair, or renewal of Grantor's railroad, or which may be caused by or arise from vibration resulting from the normal operation, maintenance, repair or renewal thereof.

(3) Grantee shall indemnify and defend Grantor against, and hold Grantor harmless from, all claims, actions, proceedings, judgments and awards, for death, injury, loss, or damage to any person or property, brought by any person, firm, corporation, or governmental entity, caused by, resulting to, arising from, or in connection with, the active or passive effects or existence of any physical substance of any nature or character, on, under, or in the land, water, air, structures, fixtures, or personal property comprising the land hereinbefore described, from and after the date of delivery of this deed.

(4) Should a claim adverse to the title hereby quitclaimed be asserted and/or proved, no recourse shall be had against the Grantor herein.

(5) That the Grantor and Grantee do not contemplate that Grantor shall (a) operate its trains, cars and engines to or on the land hereinbefore described (or any portion thereof), (b) interchange traffic with Grantee or its successors or assigns (c) participate in any rail rate relationship with Grantee (d) establish or maintain a track connection with Grantee, or (e) provide cars or car service to Grantee. If Grantee hereafter desires that Grantor do any of the foregoing, the Grantor and Grantee agree that such activities shall be conducted only on such terms and conditions as Grantor and Grantee hereto may hereafter mutually agree upon in writing. Grantor and Grantee further agree that in respect to the matters referred to in items (a) through (e), above, Grantor shall not be called upon, or required, by Grantee (or its successors, assigns, assignees, Grantees, lessees, or licensees) to accept obligations in excess of those expressly assumed by Grantor by written agreement between Grantor and Grantee hereto.

(6) Grantee for itself, its successors and assigns, and by the acceptance and recordation of this Instrument, does hereby accept all existing and prospective responsibility for removal and/or restoration costs for any and all railroad bridges and grade crossings and their appurtenances that may be located on those lines of railroad intended herein to be conveyed to the said Grantee; and Grantee further covenants and agrees that it will also assume any obligation and/or responsibility as may have been or may hereafter be imposed on Grantor by any Public

Utility Commission or any other governmental agency having jurisdiction for any and all bridge structures and grade crossings and their appurtenances, including but not limited to the removal, repairing or restoration of same in accordance with the requirements of said Commission or other governmental agency, and Grantee further agrees to indemnify, defend and hold Grantor harmless against all costs, penalties, expenses, obligations, responsibility and requirements associated with said bridge structures and grade crossings and their appurtenances.

TOGETHER with the appurtenances and all the estate and rights of the Grantor in and to said premises, UNDER and SUBJECT as aforesaid.

TO HAVE AND TO HOLD the premises herein remised, released and quitclaimed unto the Grantee, the heirs or successors and assigns of the Grantee forever, UNDER and SUBJECT as aforesaid.

AND the Grantor, in compliance with Section 13 of the New York Lien Law, covenants that it will receive the consideration for this conveyance or an equal sum and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvements, if any, made by it upon said premises and that it will apply the same first to the payment of the cost of any such improvements before using any part of the total of the same for any other purposes.

THE words "Grantor" and "Grantee" used herein shall be construed as if they read "Grantors" and "Grantees", respectively, whenever the sense of this instrument so requires, and whether singular or plural, such words shall be deemed to include in all cases the heirs or successors and assigns of the respective parties.

1030 PAGE 273

IN WITNESS WHEREOF, the Grantor has caused its Corporate

1030 W 274

seal to be hereunto affixed and these presents to be signed by its duly authorized officer, the day and year first above written.

SEALED AND DELIVERED
In the presence of us:

CONSOLIDATED RAIL CORPORATION
By:

M. H. Trach

John F. Jaeger
John F. Jaeger, Assistant
Vice President - Real Estate

Attest:

Linda McMonigle

L. D. McMonigle
L. D. McMonigle, Assistant Secretary

COMMONWEALTH OF PENNSYLVANIA)

: SS

COUNTY OF PHILADELPHIA)

ON THE 7th day of July, nineteen hundred and eighty-six (1986), before me personally came John F. Jaeger, to me known, who, being by me duly sworn, did depose and say that he resides in Montgomery County, Pennsylvania and has a mailing address of Room 901, 1528 Walnut Street, Philadelphia, Pennsylvania 19102; that he is the Assistant Vice President-Real Estate of CONSOLIDATED RAIL CORPORATION, the corporation described in, and which executed, the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; and that he signed his name thereto by like order.

Francis C. Flynn
Notary Public

FRANCIS C. FLYNN
Notary Public, Philadelphia, Philadelphia Co.
My Commission Expires July 2, 1982

THIS INSTRUMENT PREPARED BY:

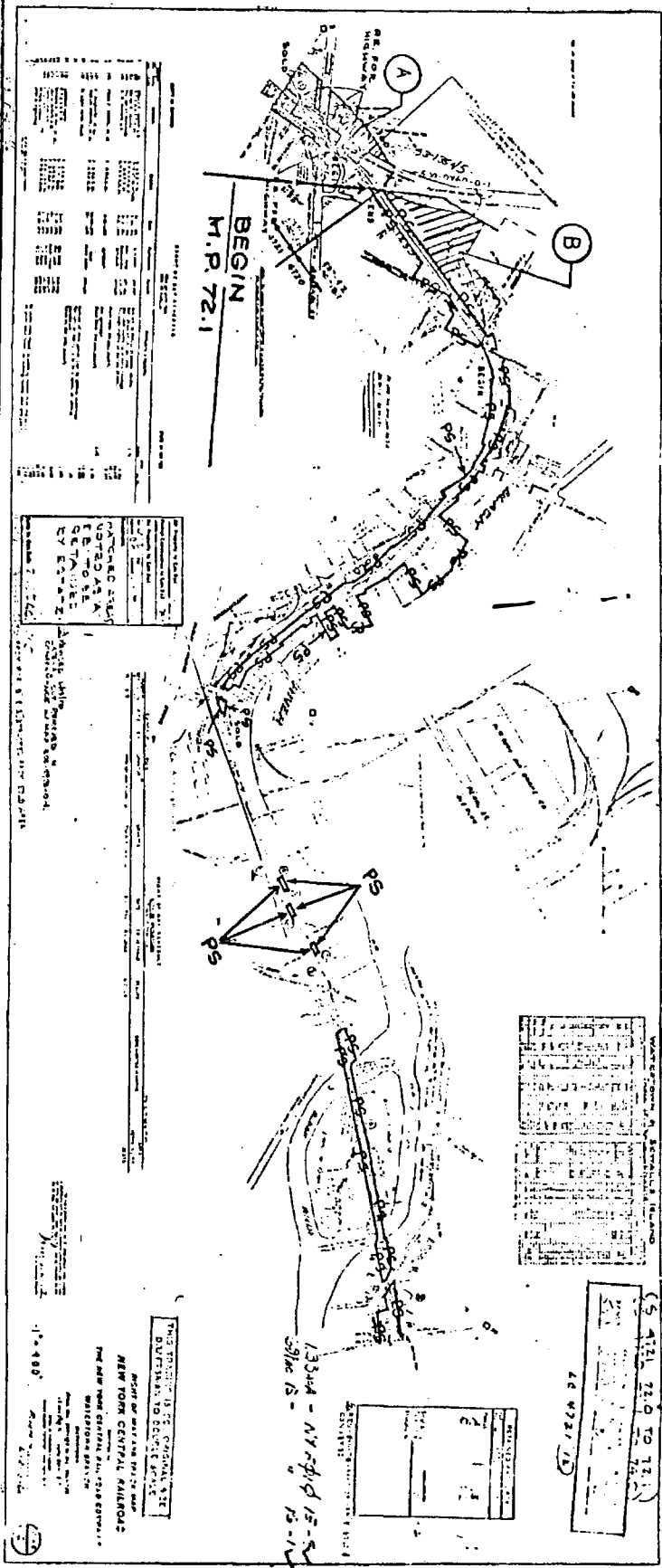
Juliana R. Dziewit
Consolidated Rail Corporation
Ninth Floor, 1528 Walnut Street
Philadelphia, Pennsylvania 19102

znl:s

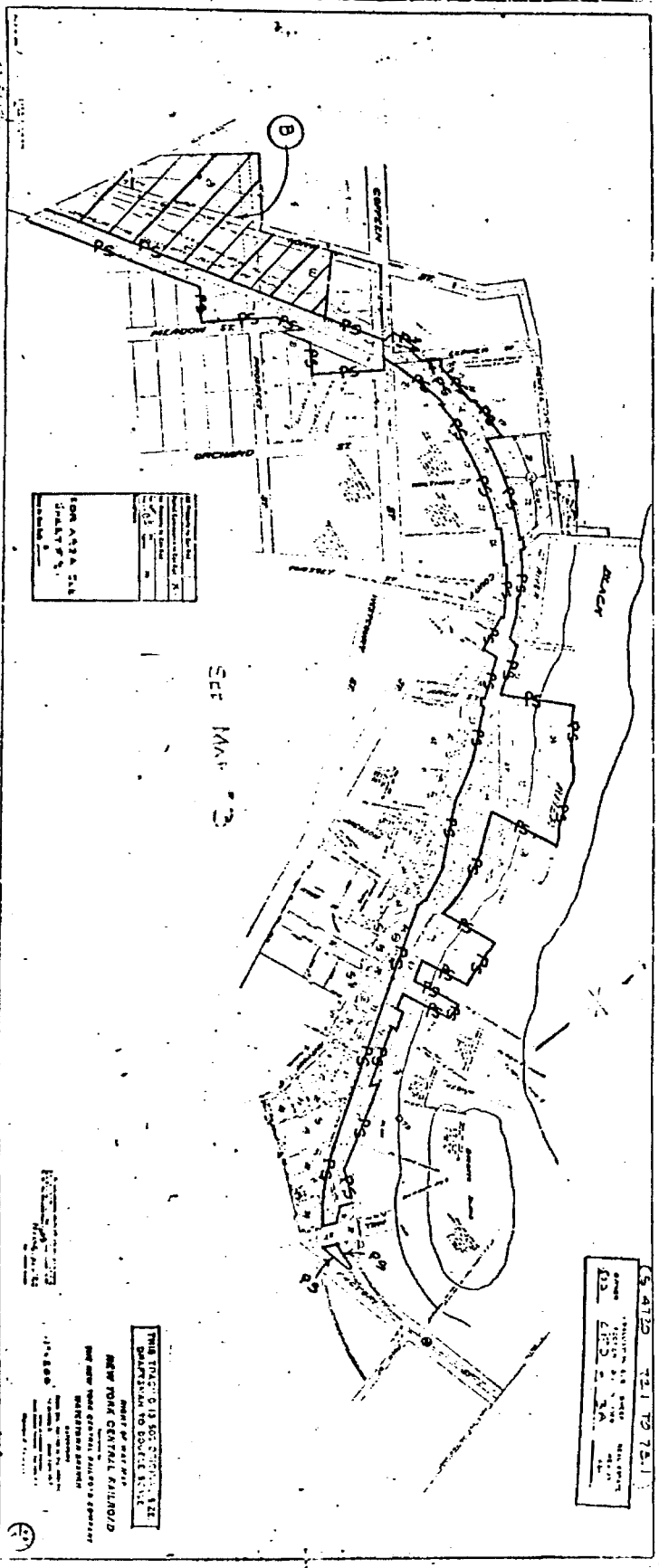
-PS- PROPERTY TO BE CONVEYED
 BY
 CONSOLIDATED RAIL CORPORATION
 TO
 CITY OF WATERTOWN

CITY OF WATERTOWN
 COUNTY OF JEFFERSON
 STATE OF NEW YORK

CASE NO. 08194
 V-3P-46 VS98/3-34-4LC 4720
 Sheet 1 of 3

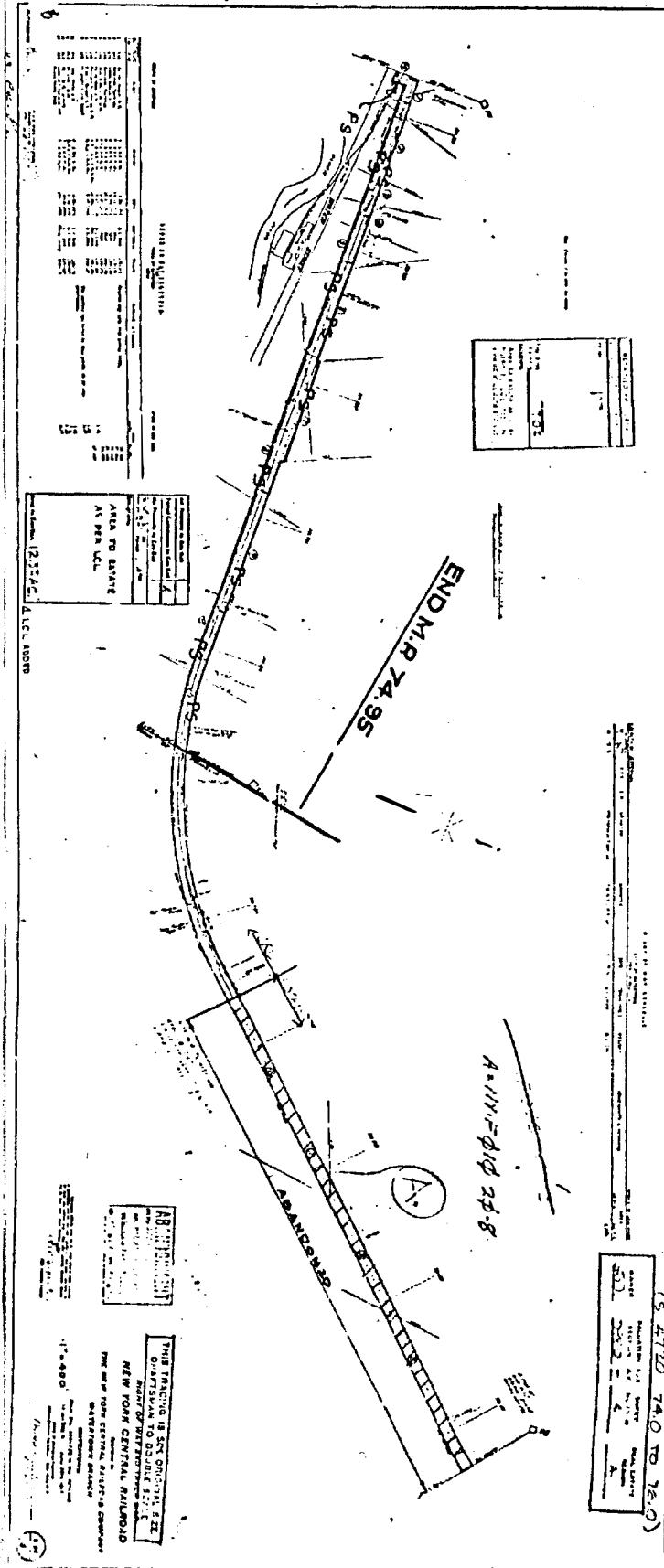


CASE No. 68194
Sheet 2 of 3



CASE No. G8194
Sheet 3 of 3

1030 PAGE 277

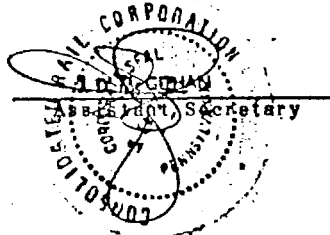
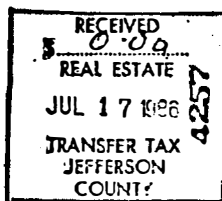


1030 278

CASE NO. 68194

TO WHOM IT MAY CONCERN:

I HEREBY CERTIFY THAT BY THE AUTHORITY CONFERRED BY THE BOARD OF DIRECTORS OF CONSOLIDATED RAIL CORPORATION (CONRAIL) ON AUGUST 10, 1976 TO THE CHAIRMAN AND CHIEF EXECUTIVE OFFICER TO CONDUCT THE BUSINESS AND AFFAIRS OF THE CORPORATION AND TO DELEGATE SUCH AUTHORITY AS HE MAY DEEM NECESSARY, L. STANLEY CRANE AS SUCH CHAIRMAN AND CHIEF EXECUTIVE OFFICER DID DELEGATE TO THE ASSISTANT VICE PRESIDENT-REAL ESTATE THE AUTHORITY TO EXECUTE AND DELIVER ON BEHALF OF CONRAIL ANY AND ALL DOCUMENTS NECESSARY TO COMPLETE THE SALE OF 2.85 MILES OF THE CORPORATION'S ABANDONED WATERTOWN BRANCH (LINE CODE 4720) FROM APPROXIMATELY MILE POST 72.1 TO APPROXIMATELY MILE POST 74.95 SITUATE IN THE CITY OF WATERTOWN, JEFFERSON COUNTY, NEW YORK CONTAINING 30.6 ACRES, MORE OR LESS, FOR THE CONSIDERATION OF \$260,000 TO THE CITY OF WATERTOWN, OR THE NOMINEE THEREOF.



STATE OF NEW YORK
COUNTY OF JEFFERSON SS
Recorded on the 17 day of
July 1986 at 9:38 o'clock
A.M., in Book No. 1030, Deeds
at Page 271
Clerk

DEED 2007-11681

PARCELS

4-12-201.100

4-12-103.100

4-12-103.001

4-12-101.000

4-22-115.000



JoAnn M. Wilder, Clerk
175 Arsenal Street
Watertown, NY 13601
(315) 785-3081

Jefferson County Clerk Recording Cover Sheet

Received From :
SLYE & BURROWS FIRM
OFFICE MAILBOX
104 WASHINGTON ST
WATERTOWN, NY 13601

Return To :
SLYE & BURROWS FIRM
OFFICE MAILBOX
104 WASHINGTON ST
WATERTOWN, NY 13601

First GRANTOR

BC HOLDING GROUP INC

First GRANTEE

WATERTOWN CITY OF

Index Type : Land Records

File Number : 2007-00011681

Type of Transaction : Deed - (Other Property)

Recording Fee : \$224.00

Recording Pages : 8

The Property affected by this instrument is situated in Watertown City Of, in
the County of Jefferson, New York

Real Estate Transfer Tax

RETT # : 4409

Deed Amount : \$0.00

RETT Amount : \$0.00

Total Fees : \$224.00

State of New York

County of Jefferson

I hereby certify that the within and foregoing was
recorded in the Clerk's office for Jefferson County,
New York

On (Recorded Date) : 07/06/2007

At (Recorded Time) : 2:13:13 PM



Doc ID - 003223670008

JoAnn M. Wilder

JoAnn M. Wilder, Clerk



This sheet constitutes the Clerk's endorsement required by section 319 of Real Property Law of the State of New York and conforms to
Jefferson County local Law. THIS PAGE IS PART OF YOUR DOCUMENT AND IS NOT A BILL, ALL FEES HAVE BEEN PAID.

SEWALLS ISLAND 4-12-201,100
SEWALLS ISLAND 4-12-103,100
SEWALLS ISLAND 4-12-103,001
656 SEWALLS ISLAND 4-12-101
UL-REAR WATER ST. 4-22-115

2007-11681

CONSULT YOUR LAWYER BEFORE SIGNING THIS INSTRUMENT—THIS INSTRUMENT SHOULD BE USED BY LAWYERS ONLY.

THIS INDENTURE, made the 27th day of April 2007

BETWEEN BC HOLDING GROUP, INC., f/k/a BLACK CLAWSON COMPANY, f/k/a
THE BLACK CLAWSON COMPANY, 150 East 52nd Street, 27th Floor,
New York, New York 10022

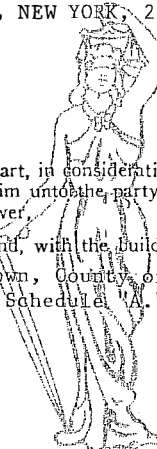
party of the first part, and

CITY OF WATERTOWN, NEW YORK, 245 Washington Street, Watertown,
New York 13601

party of the second part,

WITNESSETH, that the party of the first part, in consideration of ten dollars paid by the party of the second part, does hereby remise, release and quitclaim unto the party of the second part, the heirs or successors and assigns of the party of the second part forever.

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the City of Watertown, County of Jefferson, State of New York, more fully described in the attached Schedule "A."



TOGETHER with all right, title and interest, if any, of the party of the first part in and to any streets and roads abutting the above described premises to the center lines thereof; TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to said premises; TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, the heirs or successors and assigns of the party of the second part forever.

AND the party of the first part, in compliance with Section 13 of the Lien Law, hereby covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

IN WITNESS WHEREOF, the party of the first part has duly executed this deed the day and year first above written.

IN PRESENCE OF:

Robert J. Landegger

BC HOLDING GROUP, INC.

Carl C. Landegger

By: *Carl C. Landegger*
Chief Executive Officer

*regard a release in
NY & Barren
1001 to Watertown
Watertown, NY 13601*

ACKNOWLEDGMENT IN NEW YORK STATE (RPL 309-a)

State of New York, County of New York ss.:
On 27th April 2007 before me, the undersigned,
personally appeared

Carl C. Landegger
personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.

(signature and office of individual taking acknowledgment)

GAIL P. ELLIOTT
Notary Public, State of New York
No. 03-4963157
Qualified in Bronx County
Commission Expires: 3/5/10

ACKNOWLEDGMENT OUTSIDE NEW YORK STATE (RPL 309-b)

State of _____ County of _____ ss.:
On _____ before me, the undersigned,
personally appeared

personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument, and that such individual made such appearance before the undersigned in

(insert city or political subdivision and state or county or other place acknowledgment taken)

(signature and office of individual taking acknowledgment)

Quitclaim Deed

WITH COVENANT AGAINST GRANTOR'S ACTS

TITLE No. _____

BC HOLDING GROUP, INC.

TO

CITY OF WATERTOWN, NEW YORK

ACKNOWLEDGMENT BY SUBSCRIBING WITNESS(ES)

State of _____ } ss.:
County of _____ }

On _____ before me, the undersigned,
personally appeared

the subscribing witness(es) to the foregoing instrument, with whom I am personally acquainted, who, being by me duly sworn, did depose and say that he/she/they reside(s) in (if the place of residence is in a city, include the street and street number, if any, thereof);

that he/she/they know(s)

to be the individual(s) described in and who executed the foregoing instrument; that said subscribing witness(es) was (were) present and saw said

execute the same; and that said witness(es) at the same time subscribed his/her/their name(s) as a witness(es) thereto.

(☐ if taken outside New York State insert city or political subdivision and state or county or other place acknowledgment taken And that said subscribing witness(es) made such appearance before the undersigned in

(signature and office of individual taking acknowledgment)

SECTION

BLOCK

LOT

COUNTY OR TOWN

RETURN BY MAIL TO:

Zip No.

Reserve this space for use of Recording Office.

PARCEL 1

All of that tract or parcel of land known as Tax Parcel No. 4-12-201.100 (formerly Tax Parcel Number 4-12-201 and a portion of the river bed), being part of Parcel 2 conveyed by John Graham, Referee, to Black Clawson Company by Referee's Deed dated March 3, 1992 and recorded in the Office of the Jefferson County Clerk on April 16, 1992 commencing at Liber 1298, Page 23 of Deeds, said Tax Parcel No. 4-12-201.100 being intended to describe the land as shown on a certain Survey Map of the Lands of the Black-Clawson Company (Drwg. No. 1/3) prepared by GYMO Architecture, Engineering & Land Surveying, P.C., dated October 30, 1989 and updated through October 10, 1995.

Excepting therefrom a portion thereof conveyed to Rail Star Corporation by deed dated December 9, 1999 and recorded in the Office of the Jefferson County Clerk on December 15, 1999 commencing at Liber 1708, Page 329.

Further excepting therefrom a portion thereof conveyed to Black River Paper Company, Inc. by deed dated May 18, 1993 and recorded in the Office of the Jefferson County Clerk on June 23, 1993 commencing at Liber 1350, Page 244.

Further excepting therefrom a portion thereof to the State of New York as shown on an Acquisition Map recorded in the Office of the Jefferson County Clerk on June 2, 2003 at Liber 2003 Page 8299.

Further excepting therefrom a portion thereof to the State of New York as shown on an Acquisition Map recorded in the Office of the Jefferson County Clerk on June 2, 2003 at Liber 2003 Page 8300.

PARCEL 2

All of that tract or parcel of land known as Tax Parcel No. 4-12-103.100 (formerly Tax Parcels Number 4-12-103 and 4-13-102 and a portion of the river bed), being part of Parcel 6 conveyed by John Graham, Referee, to Black Clawson Company by Referee's Deed dated March 3, 1992 and recorded in the Office of the Jefferson County Clerk on April 16, 1992 commencing at Liber 1298, Page 23 of Deeds, said Tax Parcel No. 4-12-103.100 being intended to describe the land as shown on a certain Survey Map of the Lands of the Black-Clawson Company (Drwg. No. 2/3) prepared by GYMO Architecture, Engineering & Land Surveying, P.C., dated October 30, 1989 and updated through October 10, 1995.

Excepting therefrom a portion thereof to the State of New York as shown on an Acquisition Map recorded in the Office of the Jefferson County Clerk on June 2, 2003 at Liber 2003 Page 8299.

PARCEL 3

All of that tract or parcel of land known as Tax Parcel No. 4-12-103.001, being Parcel 9 conveyed by John Graham, Referee, to Black Clawson Company by Referee's Deed dated March 3, 1992 and recorded in the Office of the Jefferson County Clerk on April 16, 1992 commencing at Liber 1298, Page 23 of Deeds, which describes said parcel as follows:

BEGINNING at an iron pipe set in the southerly railroad right-of-way line of the Conrail Corp., said iron pipe being situate a direct tie of S.13 -55'-31"E. 537.58 feet from the intersection of the southerly margin of Water Street and the southeasterly margin of Pearl Street;

THENCE S. 11 -23'-36"E., a distance of 326.19 feet to an iron pipe set, said iron pipe being situate 10 feet northeasterly of the extreme high water mark (top of bank) of the north shore of the south channel of the Black River;

THENCE northwesterly along a line 10 feet northeasterly of the extreme high water mark of the north shore of the south channel of the Black River, a distance of 536.2 feet +/- to an iron pipe set in the southerly railroad right-of-way line of the Conrail Corp., said iron pipe being situate N.64 -59'-42"W., a distance of 510.04 feet from the last mentioned iron pipe;

THENCE N.75 -19'-32"E., along the southerly railroad right-of-way line of the Conrail Corp., a distance of 411.21 feet to the point of beginning.

CONTAINING 2.082 acres of land more or less (90,700 square feet).

It being further intended to describe the land shown as Parcel 9 on a certain Survey Map of the Lands of the Black-Clawson Company (Drwg. No. 2/3) prepared by GYMO Architecture, Engineering & Land Surveying, P.C., dated October 30, 1989 and updated through October 10, 1995.

PARCEL 4

All of that tract or parcel of land known as Tax Parcel No. 4-12-101, being Parcel 8 conveyed by John Graham, Referee, to Black Clawson Company by Referee's Deed dated March 3, 1992 and recorded in the Office of the Jefferson County Clerk on April 16, 1992 commencing at Liber 1298, Page 23 of Deeds, which describes said parcel as follows:

BEGINNING at an iron pipe set in the southerly railroad right-of-way line of the Conrail Corp., said iron pipe being situate a direct tie of S.31 -22'-26"E., 561.87 feet from the intersection of the southerly margin of Water Street and the southeasterly margin of Pearl Street;

THENCE along the southerly railroad right-of-way line of the Conrail Corp., in a generally easterly direction as it curves to the right at a radius of 6936.43 feet, a distance of 212.24 feet to an iron pipe set;

THENCE N: 77°-51'-30"E., along the southerly railroad right-of-way line of the Conrail Corp., passing through an iron pipe set at a distance of 125.26 feet and continuing a total distance of 150.15 feet to a point at the high water mark of the southwesterly shore of the north channel of the Black River;

THENCE southeasterly along the high water mark of the southwesterly shore of the north channel of the Black River, a distance of 312.4 feet +/- to a point, said point being situate S.19°-41'-40"E., a distance of 301.09 feet from the last mentioned point;

THENCE S.59°-30'-14"W., passing through an iron pipe set at a distance of 17.18 feet and continuing a total distance of 95.83 feet to an iron pipe set;

THENCE S.77°-46'-34"W., a distance of 168.00 feet to an iron pipe set;

THENCE N.12°-13'-26"W., a distance of 135.28 feet to an iron pipe set;

THENCE N.82°-51'-26"W., a distance of 151.05 feet to an iron pipe set;

THENCE N.12°-13'-26"W., a distance of 140.48 feet to the point of beginning;

CONTAINING 2.359 acres of land more or less (102,769 square feet).

It being further intended to describe the land shown as Parcel 8 on a certain Survey Map of the Lands of the Black-Clawson Company (Drwg. No. 2/3) prepared by GYMO Architecture, Engineering & Land Surveying, P.C., dated October 30, 1989 and updated through October 10, 1995.

PARCEL 5

All of that tract or parcel of land known as Tax Parcel No. 4-22-115, being Parcel 7 conveyed by John Graham, Referee, to Black Clawson Company by Referee's Deed dated March 3, 1992 and recorded in the Office of the Jefferson County Clerk on April 16, 1992 commencing at Liber 1298, Page 23 of Deeds, which describes said parcel as follows:

BEGINNING at an iron pipe set in the southerly railroad right-of-way line of Conrail Corp., said iron pipe being situate a direct tie of S.68°-07'-44"E., 969.86 feet from the intersection of the southerly margin of Water Street and the southeasterly margin of Pearl Street;

THENCE S.08 -47'-30" W., a distance of 6.26 feet to an iron pipe set;

THENCE S.56 -59'-30"E., a distance of 99.00 feet to an iron pipe set;

THENCE S.05 -42'-30"W., a distance of 144.54 feet to an iron pipe set;

THENCE S.47 - 44'-30"E., a distance of 99.00 feet to an iron pipe set;

THENCE S.08 - 44'-30"W., a distance of 17.00 feet to an iron pipe set;

THENCE S.73 -33'-30"E., a distance of 99.00 feet to an iron pipe set;

THENCE S.64 -57'-30"E., a distance of 165.00 feet to an iron pipe set;

THENCE N. 82 -32'-30"E., a distance of 132.00 feet to an iron pipe set;

THENCE S.07 -27'-30"E., passing through an iron pipe set at a distance of 48.84 feet, passing over the north shore of the Black River at a distance of 77.00 feet and continuing a total distance of 232.01 feet to a point in the centerline of the Black River;

THENCE westerly along the centerline of the Black River, a distance of 415.8 +/- to a point, said point being the intersection of the centerline of the south channel of the Black River and the centerline of the north channel of the Black River, said point also being situate N.85 -27'-56"W., a distance of 412.25 feet from the last mentioned point;

THENCE northwesterly along the centerline of the north channel of the Black River, a distance of 645.1 feet +/- to a point in the southerly railroad right-of-way line of the Conrail Corp., said point being situate N.30 -43'-16"W., a distance of 628.82 feet from the last mentioned point;

THENCE N. 77 -51'-30"E., along the southerly railroad right-of-way line of the Conrail Corp., a distance of 70.84 feet to a point;

THENCE S.12 -08'-30"E., along the southerly railroad right-of-way line of the Conrail Corp., a distance of 15.25 feet to a point;

THENCE N.77 -51'-30"E., along the southerly railroad right-of-way line of the Conrail Corp., passing through an iron pipe set at a distance of 29.57 feet and continuing a total distance of 118.57 feet to the point of beginning;

CONTAINING 4.580 acres of land more or less (199,494 square feet) of which 2,837 acres more or less (123,580 square feet) lies within the waters of the Black River.

It being further intended to describe the land shown as Parcel 7 on a certain Survey Map of the Lands of the Black-Clawson Company (Drwg. No. 2/3) prepared by GYMO Architecture, Engineering & Land Surveying, P.C., dated October 30, 1989 and updated through October 10, 1995.

DEED 1319-214

PARCEL

6-06-403.000

CONSULT YOUR LAWYER BEFORE SIGNING THIS INSTRUMENT—THIS INSTRUMENT SHOULD BE USED BY LAWYERS ONLY

THIS INDENTURE, made the 11th day of MAY, nineteen hundred and twenty two
BETWEEN

THE BLACK CLAWSON COMPANY, an Ohio corporation having an address at
405 Lexington Avenue, New York, New York 10174

party of the first part, and

CITY OF WATERTOWN, NEW YORK, a City located in the State of New York having
an address c/o Corporation Counsel's Office, Room 105, Municipal Building,
245 Washington Street, Watertown, New York 13601-3380

party of the second part,

WITNESSETH, that the party of the first part, in consideration of

Ten (\$10.00)----- dollars,

lawful money of the United States, paid

by the party of the second part, does hereby grant and release unto the party of the first part, the heirs or
successors and assigns of the party of the second part forever,

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate,
lying and being in the City of Watertown, County of Jefferson and State of New York,
being more particularly bounded and described as parcels 3 and 4 shown on a
certain map filed December 15, 1989 as Maps No. 1397 and No. 1398 in the Office
of the Clerk of the County of Jefferson, said parcels being more particularly
described on the attached Schedule A.

Said parcels also being referred to as Tax Parcel Number 605106 located on Fairbanks
Street and Tax Parcel Number 606403 located on Huntington Street.

SCHEDULE A

Parcel 3

BEGINNING at an iron pipe set in the southwesterly margin of Fairbanks Street, said iron pipe being situate N.48°-22'-09"W., a distance of 103.86 feet from the intersection of the southwesterly margin of Fairbanks Street and the northwesterly margin of Pearl Street.

THENCE S.22°-43'-37"W., a distance of 22.50 feet to an iron pipe set;

THENCE S.64°-09'-00"W., a distance of 34.50 feet to an iron pipe set;

THENCE N.26°-24'-10"W., a distance of 20.00 feet to an iron pipe set;

THENCE S.63°-35'-50"W., a distance of 12.32 feet to an iron pipe set;

THENCE N.08°-43'-35"E., a distance of 47.91 feet to an iron pipe set in the southwesterly margin of Fairbanks Street;

THENCE S.65°-23'-58"E., Along the southwesterly margin of Fairbanks Street, a distance of 57.64 feet to the point of beginning.

CONTAINING 0.047 acres of land (2,066 square feet) more or less

Parcel 4

BEGINNING at an iron pipe set in the northeasterly margin of Huntington Street, said iron pipe is situate S.79°-53'-06"E., a distance of 94.19 feet from the intersection of the northeasterly margin of Huntington Street, and the southeasterly margin of Pearl Street;

THENCE N.75°-19'-32"E., passing through an iron set at 114.3E feet and continuing a total distance of 178.88 feet to a point in the south shore of the south channel of the Black River;

THENCE southeasterly along the south shore of the south channel of the Black River, a distance of 140.4 feet +/- to a point, said point being situate S.39°-59'-23"E., a distance of 140.22 feet from the last mentioned point;

THENCE S.32°-09'-00"W., passing through an iron pipe set at a distance of 49.55 feet and continuing a total distance of 58.51 feet to an iron pipe set in the northeasterly margin of Huntington Street;

THENCE N.57°-51'-00"W., along the northeasterly margin of Huntington Street, a distance of 30.51 feet to an iron pipe set;

THENCE N.62°-04'-53"W., along the northeasterly margin of Huntington Street, a distance of 188.80 feet to an iron pipe set;

THENCE N.79°-53'-06"W., along the northeasterly margin of Huntington Street, a distance of 39.98 feet to the point of beginning.

CONTAINING 0.391 acres of land more or less (17,029 square feet).

TOGETHER with all right, title and interest, if any, of the party of the first part in and to any streets and roads abutting the above described premises to the center lines thereof,

TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to said premises,

TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, the heirs or successors and assigns of the party of the second part forever.

WITNESSETH

NOTARY PUBLIC
STATE OF TEXAS
MY COMM. EXPIRES 12/31/2004

AND the party of the first part covenants that the party of the first part has not done or suffered anything whereby the said premises have been incumbered in any way whatever, except as aforesaid.

AND the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

IN WITNESS WHEREOF, the party of the first part has duly executed this deed the day and year first above written.

IN PRESENCE OF:

THE BLACK CLAWSON COMPANY

By: *Richard L. Smith*
VICE PRESIDENT

On the day of 19 , before me
personally came

to me known to be the individual described in and who
executed the foregoing instrument, and acknowledged that
executed the same.

STATE OF NEW YORK, COUNTY OF *NEW YORK*

521

On the 11th day of May 1992, before me
personally came Robert L. Morris
to me known, who, being by me duly sworn, did depose and
say that he resides at No. ;

that he is the Vice President
of THE BLACK CLAWSON COMPANY

, the corporation described
in and which executed the foregoing instrument; that he
knows the seal of said corporation; that the seal affixed
to said instrument is such corporate seal; that it was so
affixed by order of the board of directors of said corpora-
tion, and that he signed his name thereto by like order.

Joel A. Feldman
Notary Public

JOEL A. FELDMAN
Notary Public, State of New York
No. 411180687
Qualified in Suffolk County
Commission Expires April 30, 1993

Bargain and Sale Deed

WITH COVENANT AGAINST GRANTOR'S ACTS

TITLE No. _____

THE BLACK CLAWSON COMPANY

TO

CITY OF WATERTOWN

On the day of 19 , before me
personally came

to me known to be the individual described in and who
executed the foregoing instrument, and acknowledged that
executed the same.

STATE OF NEW YORK, COUNTY OF

521

On the day of 19 , before me
personally came
the subscribing witness to the foregoing instrument, with
whom I am personally acquainted, who, being by me duly
sworn, did depose and say that he resides at No. ;

that he knows

to be the individual
described in and who executed the foregoing instrument;
that he, said subscribing witness, was present and saw
execute the same; and that he, said witness,
at the same time subscribed his name as witness thereto.

SECTION

BLOCK

LOT

COUNTY ~~ORANGE~~ Jefferson

RETURN BY MAIL TO:

SLYE & BURROWS
Attorneys at Law
531 Washington Street
Watertown, New York 13601

Reserve this space for use of Recording Office.

RECEIVED

\$ 44.00
REAL ESTATE

SEP 29 1992

--- TRANSFER TAX
JEFFERSON COUNTY

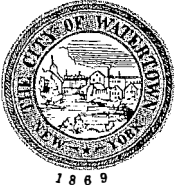
STATE OF NEW YORK
COUNTY OF JEFFERSON SS

Recorded on the 29 day of
Sept 1992 at 2:15 o'clock
P.M., in Book No. 1319 lines

at Page 214

John M. Wilder
Clerk

LIBER 1319 PAGE 217



CITY OF WATERTOWN, NEW YORK

SUITE 302, CITY HALL
245 WASHINGTON STREET
WATERTOWN, NEW YORK 13601-3380
(315) 785-7730
FAX (315) 782-9014
TDD STATE RELAY NO.: 711

SHARON ADDISON
CITY MANAGER

October 15, 2014

Peter Ouderkirk
NYSDEC Region 6
317 Washington Street
Watertown, NY 13601

RE: Sewall's Island Record of Decision Modification
E623021

Peter
Dear Mr. Ouderkirk,

In March 2013, a Record of Decision was issued for the Sewall's Island site ERP. In that Decision, remedies were selected based on the assumption of commercial use for the entire site, including some areas of passive recreation (paved trails, boating access).

In the intervening time, the City Council has determined that it would be in the best interest of the City to dedicate a portion of the site as parkland, and develop amenities in these areas that may be considered active recreation under DEC guidance documentation. Examples include: unpaved trails, playgrounds, and picnic areas.

Thus, the City hereby requests that the Record of Decision be modified, and proposed remedies be updated, such that active recreational amenities can be developed on parcels 4-12-103.001, 4-12-105.000, 4-12-101.000, 4-12-107.000, and 4-13-101.000, which are identified as "Proposed Dedication Areas" on the attached map.

The remainder of the site is still intended for commercial development and passive recreation.

Sincerely,

Sharon Addison
Sharon Addison

L	9950	900	OTHER EXPENSES	Transfer to Capital	\$	16,600	Masonry rehab project
							change orders
			Total		\$	170,850	
L	1990	430	CONTINGENCY	Contracted Services	\$	(20,500)	
L	7410	120	LIBRARY	Clerical	\$	(141,350)	
L	7410	430	LIBRARY	Contracted Services	\$	(9,000)	
			Total		\$	(170,850)	
SELF FUNDED HEALTH INSURANCE FUND						Increase	
MS	1710	110	SELF FUNDED HEALTH INSURANCE	Salaries	\$	1,675	Under appropriated
MS	1710	440	SELF FUNDED HEALTH INSURANCE	Fees	\$	1,275	Under appropriated
MS	1710	450	SELF FUNDED HEALTH INSURANCE	Miscellaneous	\$	175	Under appropriated
					\$	3,125	
						Decrease	
MS	1710	430	SELF FUNDED HEALTH INSURANCE	Contracted Services - Administration	\$	(3,125)	
					\$	(3,125)	

Seconded by Council Member Stephen A. Jennings and carried with all voting yea.

Resolution No. 10 - Authorizing Application for NY Works II Environmental Restoration Projects Funding for Sewall's Island

Introduced by Council Member Stephen A. Jennings

WHEREAS the City of Watertown, after thorough consideration of the various aspects of the problem and study of available data, has hereby determined that certain work, as described in its application and attachments, herein call the "Project", is desirable, is in the public interest, and is required in order to implement the Project, and

WHEREAS Article 56 of the Environmental Conservation Law authorizes State assistance to municipalities for environmental restoration projects by means of a contract and the Municipality deems it to be in the public interest and benefit under this law to enter into a contract therewith, and

WHEREAS the enacted Executive Budget for State Fiscal Year 2013-2014, as reflected in Chapter 54, Laws of 2013, provided New York Works II funding for services, expenses, and indirect costs related to various environmental projects including, but not limited to, environmental restoration projects, and the Law allows the Department of Environmental Conservation to enter into agreements with municipalities to undertake environmental restoration projects on behalf of a municipality upon request, provided that the municipality shall provide ten percent of the total project costs (herein after referred to as NYWII ERP),

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

1. The Mayor of the City of Watertown is the representative authorized to act on behalf of the Municipality in all matters related to State assistance under ECL Article 56, Title 5. The representative is also authorized to make a request to the Department (by applying for participation in the NYWIIERP) to enter into an agreement to undertake an environmental restoration project on behalf of the Municipality, execute the NYWII ERP Agreement, submit Project

- documentation, and otherwise act for the Municipality's governing body in all matters related to the Project and to State assistance.
2. That the Municipality agrees that it will fund its portion of the cost of the Project by reimbursing the Department ten percent (10%) of Project costs, and that funds will be available to reimburse the Department within 90 days after receipt of an invoice from the Department.
 3. That one (1) certified copy of this Authorization be prepared and sent to the Albany office of the New York State Department of Environmental Conservation together with the Application for Participation in NYWII ERP.
 4. That this Authorization take effect immediately.

Seconded by Council Member Teresa R. Macaluso

Prior to the vote on the foregoing resolution, Council Member Butler asked if the City's share would be approximately \$55,000.

Ken Mix, Planning Coordinator confirmed that it was based upon the estimate that was in the site's Record of Decision. He explained that the application gives extra points for dedicated parkland so he recommended that Council dedicate a portion of this area to parkland.

Discussion centered on the various areas of this property and the possible uses. Council agreed to dedicate Parcel No. 4-12-105.000 (the old rail bed), Parcel No. 4-12-103.001 (the landfill area), Parcel No. 4-12-101.000, and Parcel No. 4-12-107.000 as parkland and asked that a resolution be prepared for the next meeting.

At the call of the chair, a vote was taken on the foregoing resolution and carried with all voting yea.

Resolution No. 11 - Approving Change Order No. 2 to Waste Water Disinfection Improvement Project, Plumbing, Hyde-Stone Mechanical

Introduced by Council Member Stephen A. Jennings

WHEREAS on June 3, 2013, the City Council of the City of Watertown approved a bid submitted by Hyde-Stone Mechanical in the amount of \$147,867.00 for the Waste Water Disinfection Improvement Project plumbing work, and

WHEREAS City Council approved Change Order No. 1 in the amount of \$728 on July 7, 2014, bringing the total contract amount to \$148,595.00, and

WHEREAS Hyde-Stone Mechanical has now submitted Change Order No. 2 for a 35 day extension of time to the contract,

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Watertown approves Change Order No. 2 to the contract with Hyde-Stone Mechanical at the same total of \$148,595.00, a copy of which is attached and made part of this resolution, for the Waste Water Disinfection Improvement Project plumbing work, and

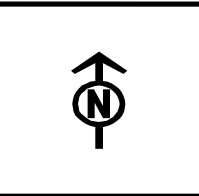


Revision:	Description of Revision:	Date:	By:

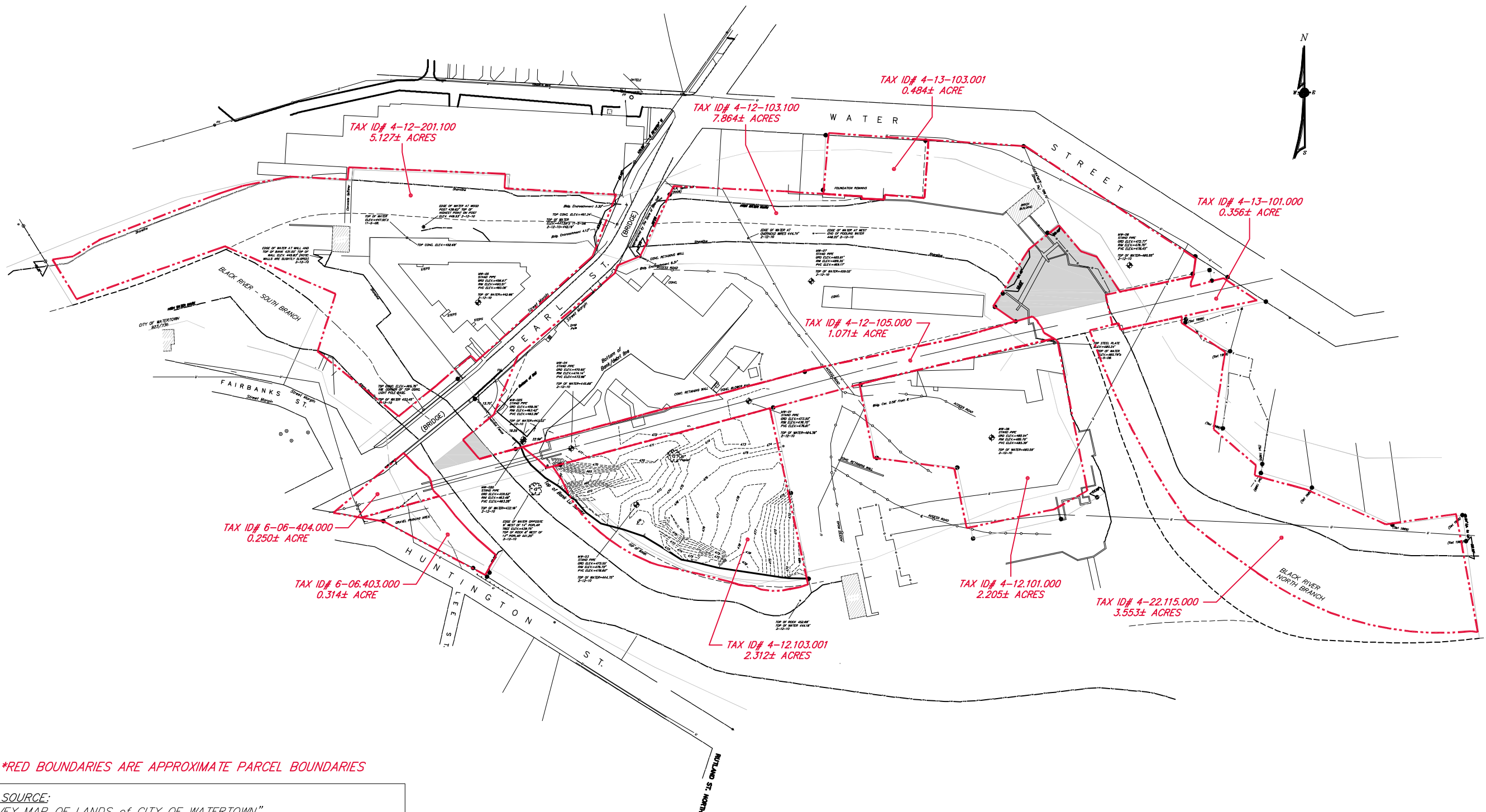
Project:	Sewall's Island Redevelopment
Title:	Proposed Park Land Dedication Areas



CITY OF WATERTOWN, NEW YORK
GIS DEPARTMENT
ROOM 305B, MUNICIPAL BUILDING
245 WASHINGTON STREET
WATERTOWN, NEW YORK 13601
TEL: (315) 785-7793



Project: Sewall's Island Redevelopment	
Requested By: A.Nichols	
Drawn By: J.Carlsson	Approved By:
Date: 10/7/2014	Date:
Scale: 1 inch = 125 feet	
Title: Proposed Park Land Dedication Areas	



*RED BOUNDARIES ARE APPROXIMATE PARCEL BOUNDARIES

MAP SOURCE:
"SURVEY MAP OF LANDS of CITY OF WATERTOWN"
PEARL STREET, WATER STREET, HUNTINGTON STREET & SEWELL'S ISLAND
OCTOBER 27, 2008
CITY OF WATERTOWN | COUNTY OF JEFFERSON | STATE OF NEW YORK
GYMO ARCHITECTURE, ENGINEERING, LAND SURVEYING, P.C.
220 STERLING STREET, WATERTOWN, NEW YORK 13601

TOPO AND MONITORING WELLS SURVEYED AND ADDED
BY LU ENGINEERS, NOVEMBER 5, 2008.

DATE: MARCH 2012
SCALE: 1" = 200'-0"
DESIGNED/DRAWN/CHECKED: LMN/DLS/GLA
MAP SOURCE: "SURVEY MAP OF LANDS of CITY OF WATERTOWN -
PEARL STREET, WATER STREET, HUNTINGTON STREET & SEWELL'S ISLAND

FIGURE 2. SITE PLAN
CITY OF WATERTOWN
SEWELL'S ISLAND
WATERTOWN, NEW YORK

